



*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, May 28, 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:

Corona, Rabb, Rogers, Magaña, Vargas

- A. Conference with Real Property Negotiators – Government Code
Section 54956.8
Property: APN 326-072-004
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Donald and Jacqueline Fenaroli
Under Negotiation: Price and Terms of Payment

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

2. *ROLL CALL:*

Corona, Rabb, Rogers, Magaña, Vargas

3. INVOCATION:

Pastor Edward Magana
Lighthouse Community Church
23100 Betty Road
Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilmember Corona will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

- A. Presentation of Certificates to the recipients of the 2019 Tri-Lake Consultants Science and Engineering Scholarship Award.
- B. Presentation of the Rods and Rails event introduced by Director of Community Services Chavez.
- C. Summer Aquatics Program and Launch Day Presentation introduced by Director of Community Services Chavez.

7. APPROVAL OF MINUTES:

- A. Consideration to approve the Minutes of the Special Joint Meeting held on May 14, 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. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of CUP 16-05258 to Maintenance District No. 84-1. CUP 16-05258 is a proposed car wash and is located approximately 200 feet west of the northwest corner of Perris Blvd. and Ramona Expressway. (Ownership: Perris Car Wash, Inc.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF CUP 16-05258 INTO MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF CUP 16-05258 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 16-05258 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 30, 2019

- B. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of NW Corner of Perris Blvd. and Ramona Expwy to Landscape Maintenance District No. 1. The annexation consists of two parcels totaling 2.09 acres, a 1.12 acre proposed car wash facility and a .97-acre parcel operating as an Arco Gas Station. (Ownership: Perris Car Wash Inc. and Safar & Safar Brothers, Inc.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 143 (NW CORNER OF PERRIS BLVD AND RAMONA EXPY) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 143, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 143, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 143, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 143, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 30, 2019

- C. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of NW Corner of Perris Blvd. and Ramona Expwy to Flood Control Maintenance District No. 1. The annexation consists of two parcels totaling 2.09 acres, a 1.12 acre proposed car wash facility and a .97-acre parcel operating as an Arco Gas Station. (Ownership: Perris Car Wash Inc. and Safar & Safar Brothers, Inc.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 109, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 30, 2019

- D. Consideration to approve an RBBD Improvement and Credit/Reimbursement Agreement with IDIL, Rider 1, LLC and IDIG Rider Distribution Center, LLC for Improvements required for DPR 06-0635, DPR 06-0432 and TPM 06-0498, located in the vicinity of Redlands Avenue and Rider Street.

- E. Consideration to award a contract for Perris Corridor Safety Improvements Project Design Phase and Construction Support with Advanced Mobility Group (AMG).
- F. Consideration to award a contract to Community Works Design Group for professional architectural services and to appropriate funds for said architectural services as well as for the preparation of Proposition 68 Statewide Park Grant, for the Future Enchanted Hills Park Project.
- G. Consideration to award a contract to Community Works Design Group for the professional architectural services for the expansion of Goetz Park Phase II.
- H. Consideration to award a contract to Hirsch & Associates, Inc. for the professional architectural services for the expansion of Morgan Park Phase II.
- I. Consideration to approve My Brother's Keeper request for a fee waiver for use of Bob Glass Gymnasium and Foss Field.
- J. Consideration to Receive and File the Quarterly Investment Report for the Quarter Ended March 31, 2019.
- K. Consideration to approve the City's Monthly Check Register for April 2019.

9. PUBLIC HEARINGS:

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

- A. Consideration to adopt Resolution Number (next in order) regarding Annexation of parcels into Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 34. APN# 303-130-036, Rider 3 (PM 35268). (Owner: IDIG Logistics)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 34 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 34 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 34 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

- B. Consideration to adopt Resolution Number (next in order) regarding Annexation of parcels into Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 35. APN# 300-250-017, Rider 1 (DPR 06-0635). (Owner: IDIG Logistics)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 35 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 35 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 35 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

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

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

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

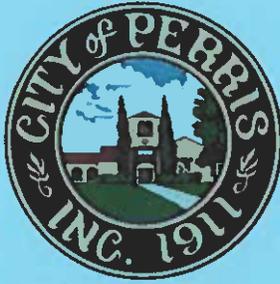
12. COUNCIL COMMUNICATIONS: (*Committee Reports, Agenda Items, Meeting Requests and Review etc.*)

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

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

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



7.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Special Joint City Council Meeting held on May 14, 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 *[Signature]*
Finance Director *[Signature]*

Attachments:

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

CITY OF PERRIS

MINUTES:

Date of Meeting: May 14, 2019

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 5:51 p.m.

ROLL CALL

Present: Magaña, Corona, Rabb, Rogers, 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
- B. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) - 1 case

The City Council adjourned to Closed Session at 5:53 p.m.

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

Mayor Vargas called the Regular City Council meeting to order at 6:33 p.m.

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

Present: Magaña, Corona, Rabb, Rogers, Vargas

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

3. INVOCATION: Reverend Cheri Metier First Congregational Church
100 North "A" Street Perris, CA 92570

In the absence of Reverend Cheri Metier, Reverend Teri Trombley gave the Invocation.

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Magaña 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 items 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. Presentation of a Proclamation to April Jones, Riverside University Health System Behavioral Health Commission, Proclaiming May 2019 Mental Health Month

B. Introduction of New City Employees

7. APPROVAL OF MINUTES:

A. Approved the Minutes of the Special Joint Meeting held on April 23, 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: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

City Manager Belmudez noted that a revised Resolution had been provided for Item 8.B. and that it had been distributed to the City Council. He also noted that it was requested that Item 8.J. be pulled from this agenda and that it would be brought back at a future City Council meeting.

Councilmember Rabb requested that Item 8.E. be pulled for separate consideration.

A. Adopted the Second Reading of Ordinance Number 1380 to Amend Animal Control Ordinance Number 1168, in its entirety.

The Second Reading of Ordinance Number 1380 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.

- B. Adopted Resolution Number 5485 to Amend the Existing Animal Control Fee Schedule for Animal Control Services, effective August 1, 2019

Resolution Number 5485 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING FEES FOR SERVICES PROVIDED BY THE CITY'S PUBLIC WORKS DEPARTMENT, ANIMAL CONTROL DIVISION PURSUANT TO PROVISIONS OF ORDINANCE NUMBER 1380 AND FEES ASSOCIATED WITH VIOLATIONS OF SAID ORDINANCE

- C. Adopted the Second Reading of Ordinance Number 1383 Amending Chapter 19.85 of the Perris Municipal Code, in its entirety, to update and revise Regulations for Wireless Telecommunications Facilities on Public and Private Properties in the City of Perris.

The Second Reading of Ordinance Number 1383 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 19.85 OF THE MUNICIPAL CODE IN ITS ENTIRETY TO UPDATE AND REVISE REGULATIONS FOR WIRELESS TELECOMMUNICATION FACILITIES ON PUBLIC AND PRIVATE PROPERTY WITHIN THE CITY OF PERRIS.

- D. Approved payment for vehicles purchased in FY 2018/19 and invoiced in the current fiscal year.
- E. Awarded the Bid for the Community Development Block Grant (CDBG) Funded D Street Area Enhancements at 2nd Street (CIP# S-007-2018-19) Project to Greer's Contracting and Concrete, Inc.

Councilmember Rabb requested that this item be pulled for separate consideration.

The following Councilmember's spoke:

**Rabb
Corona
Vargas**

The following person spoke:

John Greer

Direction was given to delete the clock portion of the bid award and bring back alternatives for City Council consideration.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Magana to Approve the item as presented, deleting the portion of the bid award pertaining to the clock.

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

NOES:

ABSENT:

ABSTAIN:

- F. Adopted Resolution Numbers 5486 and 5487 regarding Annual Engineer's Report for Maintenance District No. 84-1 (MD 84-1).

Resolution Number 5486 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2019-2020 FOR CITY OF PERRIS MAINTENANCE DISTRICT 84-1

Resolution Number 5487 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 IN CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 11, 2019 AS THE TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- G. Adopted Resolution Numbers 5488 and 5489 regarding Annual Engineer's Report for Landscape Maintenance District No. 1 (FY 2019-2020).

Resolution Number 5488 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2019-2020 FOR CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1.

Resolution Number 5489 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 IN CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 11, 2019 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- H. Adopted Resolution Number 5490 regarding Annual Engineer's Report for Flood Control Maintenance District No. 1 (FY 2019-2020).

Resolution Number 5490 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 IN CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE

BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING JUNE 11, 2019 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- I. Approved a one-year Extension of Time (19-05071) for Tentative Tract Map 33973, located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street. (Applicant: Howard Mitzman)
- J. Consideration to approve a Contract Services Agreement with Robert E. Cendejas and Associates, Inc. for Identification and Outreach of Major Retail Businesses for Relocation of Retail Sales Offices within the City.

This item was removed from the Consent Calendar and will be brought back to the City Council at a future meeting.

- K. Approved a Contract Services agreement with UniFirst Corporation to provide Uniforms to Public Works Field Staff.
- L. Approved a contract with The PUN Group Accountant & Advisors, to provide Audit Services to the City of Perris for the Fiscal Years ending June 30, 2019, June 30, 2020 and June 30, 2021.
- M. Approved a fee waiver of rental fees in support of Immanuel House for a graduation ceremony to be held on May 23, 2019 at the Bob Glass Gymnasium.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 5491, 5492 and 5493 regarding Annexation of Development Plan Review (DPR) 16-00013 (First Perry Logistics) to the City's Maintenance Districts. DPR 16-00013 is a 10.95-acre Industrial Project located at the Southwest Corner of Perry Street and Redlands Avenue. (Owner: First Industrial, L.P.)

Resolution Number 5491 is 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 16-00013 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

Resolution Number 5492 is 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 16-00013 TO BENEFIT ZONE 142, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

Resolution Number 5493 is 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 16-00013 TO BENEFIT ZONE 108, CITY OF PERRIS FLOOD CONTROL DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

Roxanne Shepherd, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 7:09 p.m. There was no Public Comment.

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

The Mayor asked the City Clerk to open the Ballots. City Clerk Salazar opened the 3 Ballots and reported that they were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Numbers 5491, 5492 and 5493, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 5494 and 5495 regarding Annexation of parcels into Community Facilities District (CFD) 2001-3 (North Perris Public Safety District) – Annexation No. 29, APN# 302-130-042, First Perry Logistics. (Owner: First Industrial, L.P.)

Resolution Number 5494 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 29 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 29

Resolution Number 5495 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 29 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 29 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Roxanne Shepherd gave the presentation on this item.

The Mayor opened the Public Hearing at 7:13 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:13 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Number 5494, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

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

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve Resolution Number 5495, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 5496 and 5497 to Acquire Real Property for the Widening of Redlands Avenue.

Resolution Number 5496 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NOS. 303-140-001 AND 310-140-002

Resolution Number 5497 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 303-150-001

Assistant City Attorney Nick Papajohn, gave the presentation on this item.

The Mayor opened the Public Hearing at 7:20 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:20 p.m.

Councilmember Rogers left the City Council Chambers at 7:23 p.m. and returned at 7:24 p.m.

The Mayor called for a motion.

M/S/C: Moved by Marisela Magana, seconded by Malcolm Corona to Approve Resolution Numbers 5496 and 5497, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. **Adopted Resolution Number 5498 approving the 2019-2024 Consolidated Plan with Analysis of Impediments to Fair Housing Choice and the FY 2019-2020 Action Plan with proposed funding for the Community Development Block Grant (CDBG) Program. (Applicant: City of Perris Housing Authority)**

Resolution Number 5498 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE 2019-2024 CONSOLIDATED PLAN, WHICH INCLUDES AS ONE OF ITS SECTIONS THE 2019-2020 ANNUAL ACTION PLAN CONTAINING PROPOSED FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL ENTITLEMENT PROGRAM, AND THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

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

The Mayor opened the Public Hearing at 7:26 p.m.

The following person spoke:

Tammy Marine

The Mayor closed the Public Hearing at 7:28 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Magana to Approve Resolution Number 5498, as presented.

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

NOES:

ABSENT:

ABSTAIN:

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

There were No Business Items.

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**The following people spoke at Public Comment:
Bill Lamb**

Angel Esparza

12. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:
Rabb
Corona
Rogers
Magaña
Vargas**

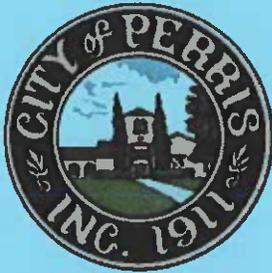
13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:54 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: Annexation of CUP 16-05258 to Maintenance District No. 84-1

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex CUP 16-05258 and setting a public hearing date of July 30, 2019

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: CUP 16-05258 (Cali Express Car Wash) is a 1.12-acre industrial project under the ownership of Perris Car Wash Inc. It is located approximately 200 feet west of the northwest corner of Perris Boulevard and Ramona Expressway. As a condition of approval, the project is required to annex into MD 84-1.

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

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$217.70. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase(s) projected for the upcoming fiscal year.

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
2. Engineer's Report
3. Resolution Preliminarily Approving Engineer's Report
4. Resolution of Intention to Annex CUP 16-05258 to Maintenance District No. 84-1

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

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF CUP 16-05258 INTO MAINTENANCE DISTRICT NUMBER 84-1

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

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

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

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

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

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

Section 3. That CUP 16-05258 be defined as that area to be annexed to the City of Perris Maintenance District Number 84-1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of CUP 16-05258 to Maintenance District Number 84-1, City of Perris, County of Riverside, State of California."

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 28th day of May, 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 28th day of May, 2019, by the following called vote:

Ayes:

Noes:

Absent:

Abstain:

City Clerk, Nancy Salazar

AGENCY: City of Perris

PROJECT: Annexation of CUP 16-05258
To Maintenance District No. 84-1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2019 to June 30, 2020, for that area to be known and designated as:

**"Annexation of CUP 16-05258
to Maintenance District No. 84-1"**

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

Executed this 28th day of May, 2019.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 30th day of July 2019, by adoption of Resolution ____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 28th day of May, 2019.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. Plans and Specifications. Generally, the work to be performed consists of the annual energy and maintenance costs for 1 streetlight. The streetlight to be maintained is further identified on SCE Atlas Map 10452034 as Streetlight Number 4357573E along Perris Boulevard. In addition to the streetlights, this area benefits from existing and future traffic signals. Of specific benefit is the traffic signal at the intersection of Perris Boulevard and Ramona Expressway.

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

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

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

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

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

Facility	Quantity	Annual Cost	Total Cost
Street Lights			
9,500 Lumen	0	\$150.32	\$00.00
22,000 Lumen	1	204.28	204.28
Traffic Signals			
Perris Boulevard & Ramona Expressway	10%	8,367.55	836.76
Subtotal			\$1,041.04
Incidental Costs			
			\$156.16
City Contribution for Street Lights	1	-53.96	-53.96
Resolution No. 5307			-925.54
Balance to Assessment			\$217.70

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

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

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

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

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

$$\frac{1.0 \text{ Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$217.70}{1.12 \text{ AC}} = \$46.28 \text{ per Benefit Unit}$$

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

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

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

18-month energy charges will become due if and at the time additional streetlights are constructed. Assessments are scheduled to be levied under the annual proceedings for Fiscal Year 2019/2020.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2019 to June 30, 2020, reference is made to the Assessment Roll included herein as Attachment No.1.

PART 4. **A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with the boundary of CUP 16-05258. Said boundary is designated as "Diagram of Annexation of CUP 16-05258 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

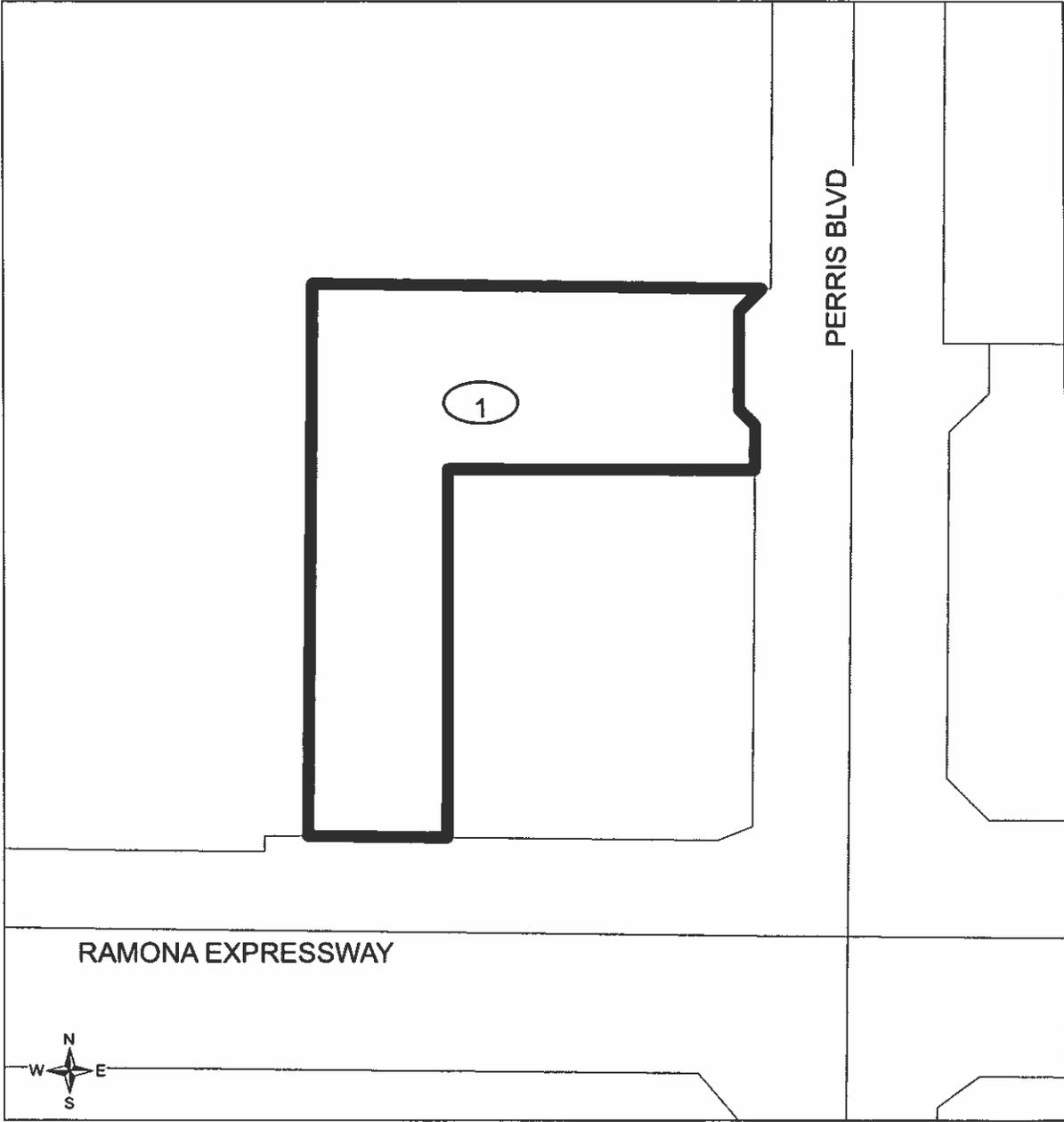
**Assessment Roll
Annexation of CUP 16-05258
To Maintenance District No. 84-1
City of Perris**

Assessment Number	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2019/2020
1	302-060-040	\$217.70	\$217.70

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

DIAGRAM OF ANNEXATION OF CUP 16-05258 TO MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



- Legend**
- ANNEXATION BOUNDARY
 - 1 MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-060-040



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

CONSENT AND WAIVER TO ANNEXATION

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

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

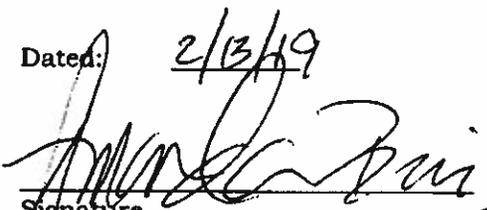
WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA may, pursuant to said provisions of the Act, order the annexation of territory to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" as would otherwise be required by the provisions of the Act if all of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

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

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

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

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

Dated: 2/13/19

Signature
PERRIS OR WASH, INC, President
List Property Owner Name and Mailing Address

'SEE ATTACHED DOCUMENT'

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Riverside }

On 2-13-19 before me, April Sanchez _____ Notary Public,

Date

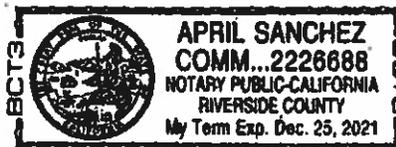
(here insert name and title of the officer)

personally appeared Amanda Bui _____

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: [Signature] _____ (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

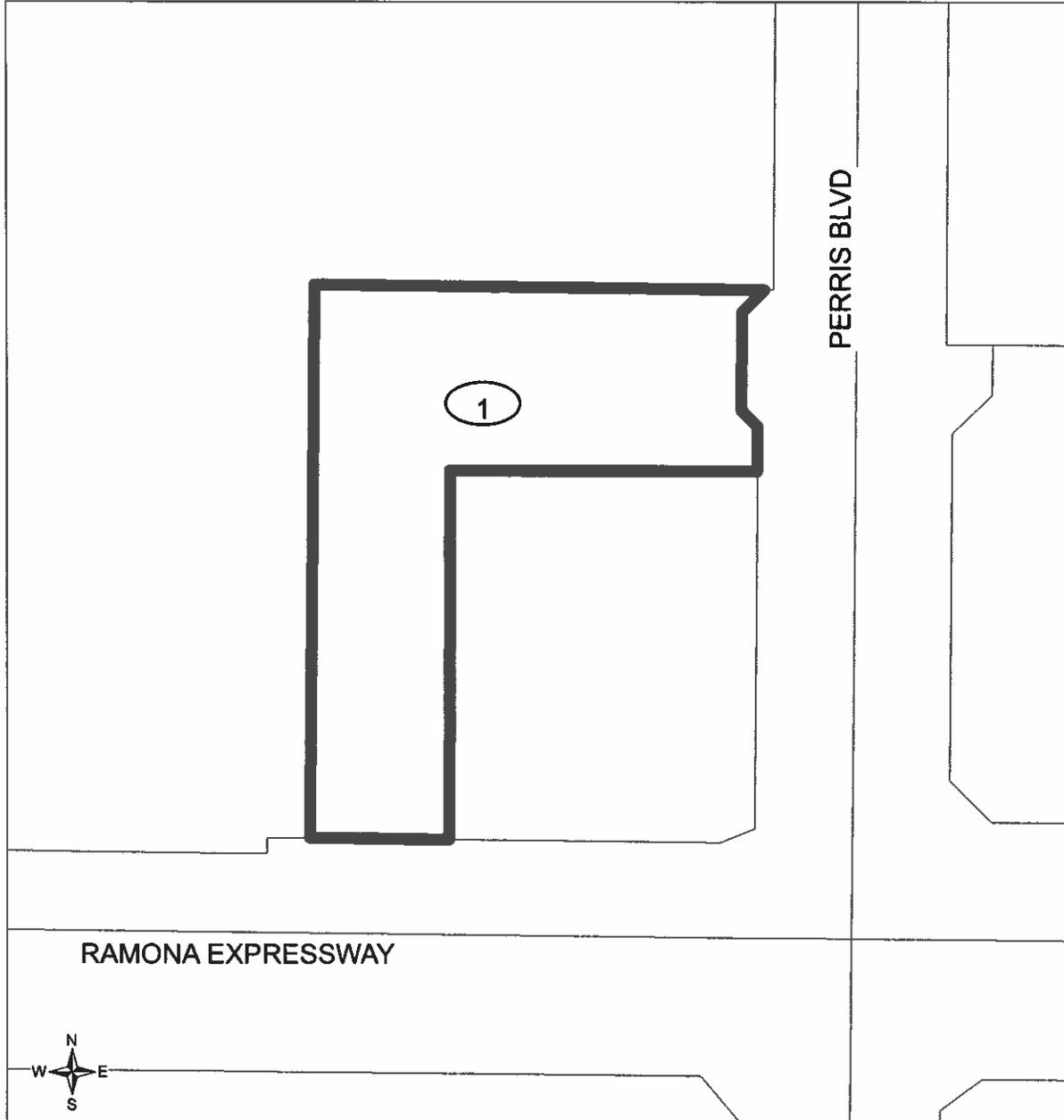
Document Date: _____ Other: _____

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California Mobile Notary Network www.CAMNN.com

EXHIBIT A TO CONSENT AND WAIVER TO ANNEXATION OF CUP 16-05258 TO MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

-  ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-060-040



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

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF CUP 16-05258 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

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

WHEREAS, on the 28th day of May, 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act in connection with the annexation of CUP 16-05258; and

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

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

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 28th day of May, 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 28th day of May, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 16-05258 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 30, 2019

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

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

WHEREAS, on the 28th day of May, 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

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

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

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

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

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

Section 2. Description of Work: That the public interest and convenience requires, and it is the intention of the City Council of the City of Perris to annex CUP 16-05258 to the District, and to order the following work be done, to wit:

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

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

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

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of CUP 16-05258 to Maintenance District Number 84-1" heretofore approved by the City Council of said City by Resolution No. ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

Section 5. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of CUP 16-05258, to Maintenance District Number 84-1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

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

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

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 28th day of May, 2019.

Mayor, Michael M. Vargas

Attest:

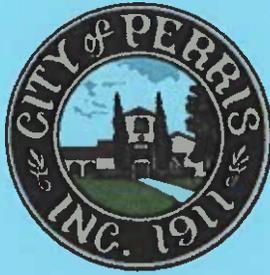
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 28th day of May, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: Annexation of NW Corner of Perris Blvd and Ramona Expy to Landscape Maintenance District No. 1

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex parcels to Landscape Maintenance District No.1 and setting a public hearing date of July 30, 2019

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: This annexation consists of two parcels totaling 2.09 acres. A 1.12-acre proposed car wash facility is under the ownership of Perris Car Wash Inc. The 0.97-acre parcel is an operating Arco gas station under the ownership of Safar & Safar Brothers Inc. As a condition of approval, these projects are required to annex into Landscape Maintenance District Number 1.

The first category of improvements includes the landscaping, irrigation, and appurtenances within Perris Boulevard and Ramona Expressway parkways along the frontage of the parcels. The second category of improvements includes the landscaping, irrigation, and appurtenances installed within the Perris Boulevard and Ramona Expressway medians that provide ingress and egress to the parcels.

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

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$6,649.60. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director DL 

Attachments:

1. Resolution Ordering Preparation of the Engineer's Report
2. Engineer's Report
3. Resolution Preliminarily Approving Engineer's Report
4. Resolution of Intention to Annex NW Corner of Perris Boulevard and Romana Expressway to Landscape Maintenance District No. 1

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

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 143 (NW CORNER OF PERRIS BLVD AND RAMONA EXPY) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 143 therein (hereinafter referred to as the "Benefit Zone 143"); and

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

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

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

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

Section 2. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the installation and planting of landscape materials and the installation and construction of an

irrigation system and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

Section 3. That the NW Corner of Perris Blvd and Ramona Expy be defined as that area to be annexed to Benefit Zone 143, City of Perris Landscape Maintenance District Number 1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of NW Corner of Perris Blvd and Ramona Expy, to Benefit Zone 143, Landscape Maintenance District Number 1, City of Perris, County of Riverside, State of California."

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 28th day of May, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held, 28th day of May 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

AGENCY: City of Perris

**PROJECT: Annexation of NW Corner of Perris Blvd and Ramona Expy
To Benefit Zone 143, Landscape Maintenance District No. 1**

**TO: City Council
City of Perris
State of California**

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2019 to June 30, 2020, for that area to be known and designated as:

**"Annexation of NW Corner of Perris Blvd and Ramona Expy
To Benefit Zone 143, Landscape Maintenance District No. 1"**

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

Executed this 28th day of May, 2019.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 30th day of July 2019, by adoption of Resolution ____ of the City Council.

**City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA**

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 28th day of May, 2019.

**City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA**

Report

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

The first category of improvements include the landscaping, irrigation, and appurtenances within parkways along the frontage of the annexation territory on the northwest corner of Perris Boulevard and Ramona Expressway. Reference is made to the landscaping plans and specifications prepared by Luis A. Sandoval and Associates, Inc., that is entitled, "Express Car Wash Preliminary Planting Plan." The second category of improvements includes the landscaping, irrigation, and appurtenances installed within the Perris Boulevard and Ramona Expressway medians that provide ingress and egress along the frontage to Benefit Zone 143. Reference is made landscaping plans and specifications for these improvements on file in the Office of Community Development.

These improvements were previously designated to be maintained under Benefit Zone 33. Benefit Zone 143 supersedes and replaces Benefit Zone 33. The boundary of Benefit Zone 143 is coincident with the boundaries of County of Riverside Assessor Parcel Numbers 302-060-039 and 302-060-040.

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

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

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

The maximum annual assessment is based on the estimated cost of maintaining the plants at maturity. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 143.

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

Item	Quantity	Unit	Unit Cost	Estimated Annual Cost
Parkway Maintenance				
Maintenance	6,300	SF	\$0.54	\$3,402.00
Plant Replacement	20	each	15.75	315.00
Tree Trimming	9	0.5	150.00	675.00
Irrigation Repair & Replacement Fund	1,260	SF	0.06	75.60
30% Mulch	18	CY	30.00	540.00
Total Parkway Maintenance Costs				\$5,007.60
Incidentals				1,001.52
First Category of Improvements, Balance to Assessment				\$6,009.12

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

Due to the soil, water, exposure, and pedestrian traffic, plant replacement is estimated at a 3% die-off rate at 2.5-feet on-center. Tree trimming is scheduled to occur every two years. Mulch is applied every five years to landscaping. Irrigation replacement/repairs are scheduled to occur every fifth year. Weed control will be applied annually to the cobbled rock, approximately 10% of the mortared rock will be replaced yearly and approximately 10% of the decomposed granite will be graded and replaced.

Item	Quantity	Unit	Unit Cost	Estimated Annual Cost
Median Maintenance				
Landscaping	300	SF	\$0.54	\$162.00
Plant Replacement	1	each	15.75	15.75
Tree Trimming	3	0.5	150.00	225.00
Irrigation Repair & Replacement Fund	300	SF	0.06	3.60
30% Mulch	1	CY	30.00	30.00
Mortared Rock	1,140	SF	0.55	62.70
Cobble Rock	1,734	SF	0.02	34.68
Total Median Maintenance Costs				\$533.73
Incidentals				106.75
Second Category of Improvements, Balance to Assessment				\$640.48

The total estimated cost of maintaining all the improvements is summarized as follows:

Improvement Category	Estimated Annual Cost
Category 1	\$6,009.12
Category 2	640.48
Total Estimated Annual Cost	\$6,649.60

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of all the improvements is \$3,324.80.

The property owner shall be responsible for the maintenance and upkeep of the first category of public landscaping set forth herein for a period of one year after acceptance of the improvements by the City of Perris. Benefit Zone 143, for the fiscal year commencing July 1, 2019 to June 30, 2020, will incur zero costs.

PART 3. **The Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of Benefit Zone 143, as shown on the Diagram, enclosed herein as Part 4.

The area within Benefit Zone 143 specifically benefits from the maintenance of the parkways and medians along the streets that provides ingress and egress to Benefit Zone 143. CUP 16-05258 and CUP 98-0081 (Benefit Zone 33) were both conditioned for the improvement and maintenance of certain landscaped improvements as a requirement for development.

The method of assessment is based on units, with the benefit units assigned to the net area within Benefit Zone 143. The Benefit Units assigned and the corresponding current maximum annual assessment, per Parcel within Benefit Zone 143, are listed as follows:

Parcel	Assessor Parcel Number	Acreage/ Benefit Units	Estimated Maximum Annual Assessment		
			Parkways	Medians	Total
1	302-060-039	0.97	\$2,788.92	\$297.26	\$3,086.18
2	302-060-040	1.12	3,220.20	343.22	3,563.42
Totals		2.09	\$6,009.12	\$640.48	\$6,649.60

At this time, the parkways are maintained by the property owner of the above-listed Parcel 2. No assessment shall be levied for the maintenance of the parkways, the First Category of Improvements, until that time the improvements have been accepted for maintenance by the City of Perris.

The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 143 is equal to \$3,181.63 per net acre or benefit unit.

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

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2019 to June 30, 2020, reference is made to the Assessment Roll included herein as Attachment No. 1.

PART 4. **A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with the boundaries of County of Riverside Assessor Parcel Numbers 302-060-039 and 302-060-040. Said boundary is designated as "Diagram of Annexation of NW Corner of Perris Blvd and Ramona Expy to Benefit Zone 143, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

Assessment Roll

**Annexation of NW Corner of Perris Blvd and Ramona Expy
To Benefit Zone 143 Landscape Maintenance District No. 1, City of Perris**

<u>Benefit Zone and Assessment Number</u>	<u>Assessor Parcel Number(s)</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2019/2020</u>
143	302-060-039	\$3,086.18	\$297.26
143	302-060-040	<u>3,563.42</u>	<u>343.22</u>
Totals		\$6,649.60	\$640.48

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

DIAGRAM OF ANNEXATION OF NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 143 LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-060-040
2	302-060-039



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

CONSENT AND WAIVER TO ANNEXATION

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

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

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

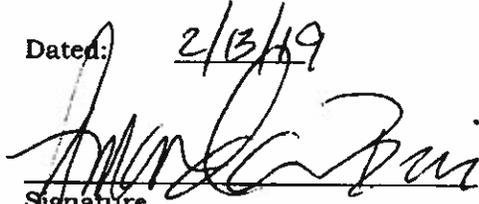
WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the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

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

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

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

Dated: 2/13/19


Signature
PERRIS CAR WASH, INC, President
List Property Owner Name and Mailing Address

"SEE ATTACHED DOCUMENT"

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Riverside

On 2-13-19 before me, April Sanchez Notary Public,

Date (here insert name and title of the officer)

personally appeared Amanda Bui

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: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT A TO CONSENT AND WAIVER TO ANNEXATION OF CUP 16-05258 TO BENEFIT ZONE 143 LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-060-040



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

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 143, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 143 ("BZ 143") located at the Northwest corner of Perris Boulevard and Ramona Expressway therein (hereinafter referred to as the "Benefit Zone 143"); and

WHEREAS, on the 28th day of May 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by Act in connection with the annexation of the NW Corner of Perris Blvd and Ramona Expy to BZ 143; and

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

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

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 28th day of May, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 28th day of May, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 143, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 143, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 143, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 30, 2019

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 143 therein (hereinafter referred to as the "Benefit Zone 143"); and

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

WHEREAS, on the 28th day of May 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

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

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

WHEREAS, the City now desires to declare its intention to annex certain property into Benefit Zone 143 of the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

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

Section 2. Description of Work: That the public interest and convenience requires, and it is the intention of the City Council of the City of Perris to annex CUP 16-05258 to Benefit Zone 143 of the District, and to order the following work be done, to wit:

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

Section 3. Location of Work: The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting the NW Corner of Perris Blvd and Ramona Expy. The landscaping, irrigation, and appurtenances to be maintained are within the parkways and medians along Perris Boulevard and Ramona Expressway; and along the frontage of Benefit Zone 143. .

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

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of NW Corner of Perris Blvd and Ramona Expy to Benefit Zone 143, Landscape Maintenance District Number 1" heretofore approved by the City Council of said City by Resolution No ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

Section 5. Report of Engineer: The City Council of said City by Resolution Number _____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of NW Corner of Perris Blvd and Ramona Expy to Benefit Zone 143, Landscape Maintenance District Number 1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to \$3,181.63 per Benefit Unit. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

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

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 28th day of May, 2019.

Mayor, Michael M. Vargas

ATTEST:

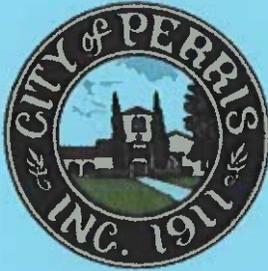
City Clerk, Nancy Salazar

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 thereof held 28th day of May, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: Annexation of NW Corner of Perris Boulevard and Ramona Expressway to Flood Control Maintenance District No. 1

REQUESTED ACTION: Adoption of Resolution of Intention to Annex parcels to Flood Control Maintenance District No. 1 and set a public hearing date of July 30, 2019.

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: This annexation consists of two parcels totaling 2.09 acres. A 1.12-acre proposed car wash facility is under the ownership of Perris Car Wash Inc. The 0.97-acre parcel is an operating Arco gas station under the ownership of Safar & Safar Brothers Inc. As a condition of approval, these projects are required to annex into Flood Control Maintenance District Number 1.

This district provides revenue for the annual maintenance of flood control improvements and interior streets (residential only) installed in conjunction with new development. These parcels will benefit from the maintenance and servicing of public flood control facilities that protect the project from inundation. In general, these public improvements channel, contain and convey the storm flow from a privately maintained detention basin easterly to the Perris Valley Storm Drain Channel. These improvements are to be maintained by Benefit Zone 109 in perpetuity.

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$2,130.90. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
 Assistant City Manager _____
 Finance Director _____

Attachments:

1. **Engineer's Report**
2. **Resolution of Intention to Annex NW Corner of Perris Boulevard and Ramona Expressway to Flood Control Maintenance District No. 1**

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

AGENCY: City of Perris

**PROJECT: Annexation of NW Corner of Perris Blvd and Ramona Expy
To Benefit Zone 109, Flood Control Maintenance District No. 1**

**TO: City Council
City of Perris
State of California**

REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"

Pursuant to the direction from the City Council of the City of Perris, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Part 1 of Division 2 of Title 5 of the Government Code of the **STATE OF CALIFORNIA**, being the "Benefit Assessment Act of 1982", as amended, commencing with Section 54703. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2019 to June 30, 2020, for that area to be known and designated as:

**"Annexation of NW Corner of Perris Blvd and Ramona Expy"
To Benefit Zone 109, Flood Control Maintenance District No. 1"**

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

Executed this 28th day of May, 2019.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 30th day of July 2019, by adoption of Resolution ____ of the City Council.

**NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA**

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 28th day of May, 2019.

**NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA**

Report

PART 1. **A General Description** of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect Benefit Zone 109 from inundation. These public improvements channel, contain and convey the storm flow to the Perris Valley Storm Drain Channel (PVSDC). The improvements to be maintained under Benefit Zone 109 include 1) a 30-inch reinforced concrete storm drain pipe and appurtenances, and 2) a contribution, based on frontage, towards the maintenance of the channel that extends to and from the property easterly to the PVSDC. These improvements are to be maintained by Benefit Zone 109 in perpetuity.

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

It is noted that all private on-site storm drainage facilities and basins identified within the property line are to be maintained by the property owner and not the City of Perris.

PART 2. **Plans and Specifications** for the improvements to be maintained for a fiscal year have been approved by the City of Perris. The improvements are identified on the plans and specifications prepared by Sake Engineers, Inc. that is entitled, "Street Improvement Plan for Ramona Expwy."

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

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

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

Item	Quantity	Unit	Unit Cost	Total Annual Cost
30" Storm Drain Pipe	207	Lineal Foot	\$4.25	\$879.75
Channel	280	Lineal Foot	3.20	896.00
Subtotal				\$1,775.75
Incidentals				\$355.15
Annual Cost of Maintaining Improvements				\$2,130.90

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

Zero costs will be assessed to Benefit Zone 109 for the fiscal year commencing July 1, 2019 to June 30, 2020.

PART 4

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

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 109. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with the benefit units assigned to the net area within Benefit Zone 109.

The Benefit Units assigned and the corresponding current maximum annual assessment, per Parcel within Benefit Zone 109, are listed as follows:

<u>Parcel</u>	<u>Assessor Parcel Number</u>	<u>Acreage/ Benefit Units</u>	<u>Estimated Maximum Annual Assessment</u>		
			<u>30-inch Pipe</u>	<u>Channel</u>	<u>Total</u>
1	302-060-039	0.97	\$489.97	\$499.02	\$988.99
2	302-060-040	1.12	565.73	576.18	1,141.91
Totals		2.09	\$1,055.70	\$1,075.20	\$2,130.90

The assessment will be levied at the time the improvements are accepted for maintenance by the City of Perris. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 109 is equal to \$1,019.57 per net acre or benefit unit.

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

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2019 to June 30, 2020, reference is made to the Assessment Roll included herein as Attachment No. 1.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$1,065.45.

PART 5. **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with the boundaries of County of Riverside Assessor Parcel Numbers 302-060-039 and 302-060-040. Said boundary is designated as "Diagram of Annexation of NW Corner of Perris Blvd and Ramona Expy, to Benefit Zone 109, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 6. **A Petition for Annexation** to the District has been signed by the property owner representing a majority of the area benefited within the proposed annexation. Said petition is included herein as Attachment No. 3.

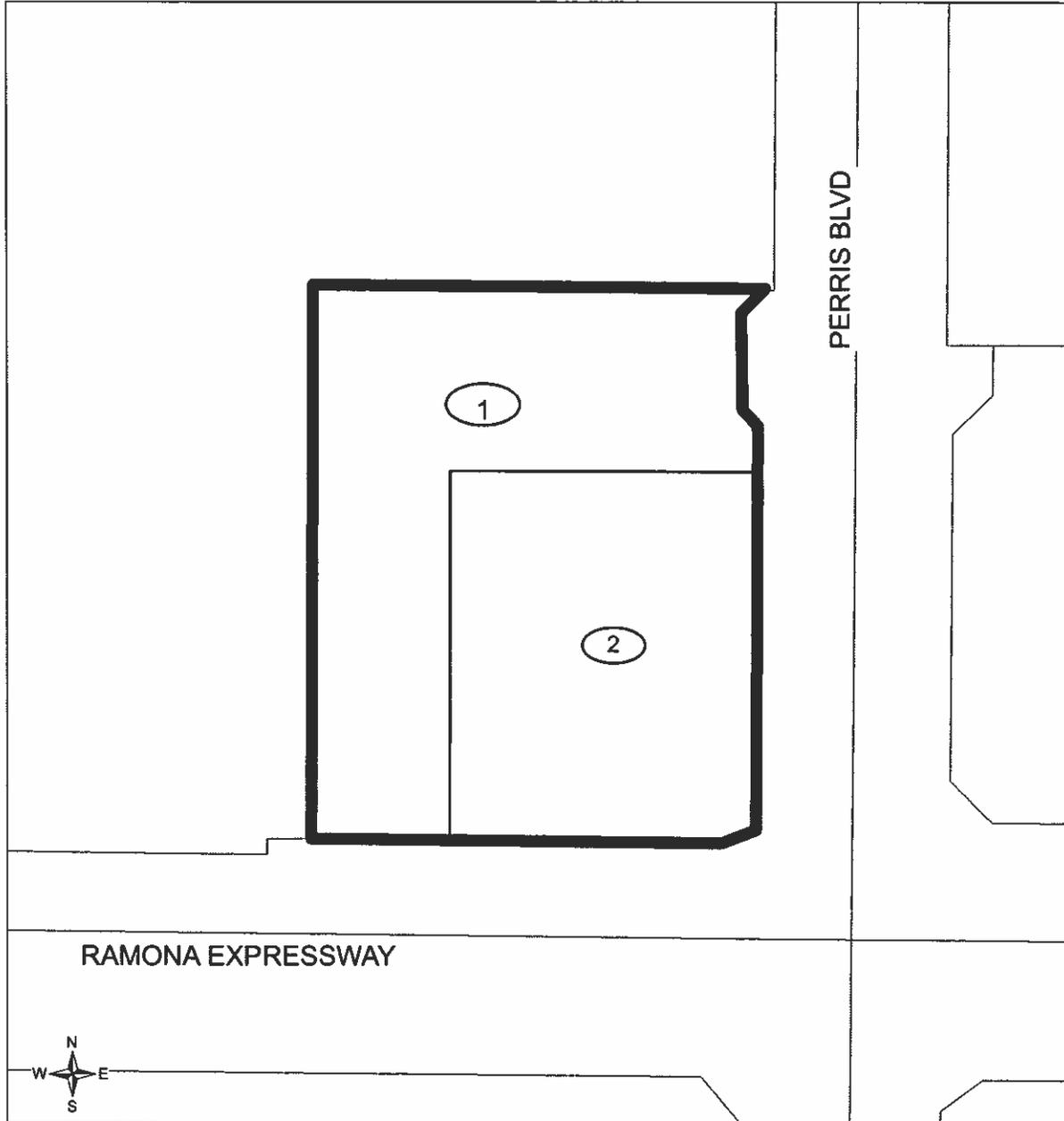
Assessment Roll
Annexation of NW Corner of Perris Blvd and Ramona Expy
To Benefit Zone 109,
Flood Control Maintenance District No. 1, City of Perris

<u>Benefit Zone and Assessment Number</u>	<u>Assessor Parcel Number(s)</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2019/2020</u>
109	302-060-039	\$988.99	\$00.00
109	302-060-040	<u>1,141.91</u>	<u>00.00</u>
Total		\$2,130.90	\$00.00

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

DIAGRAM OF ANNEXATION OF NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 109 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-060-040
2	302-060-039



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

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Riverside }

On 2-13-19 before me, April Sanchez _____ Notary
Public, _____

Date

(here insert name and title of the officer)

personally appeared: Amanda Bui _____

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 ~~is~~ are they executed the same in ~~his~~ her ~~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: [Handwritten Signature] _____ (Seal)

OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

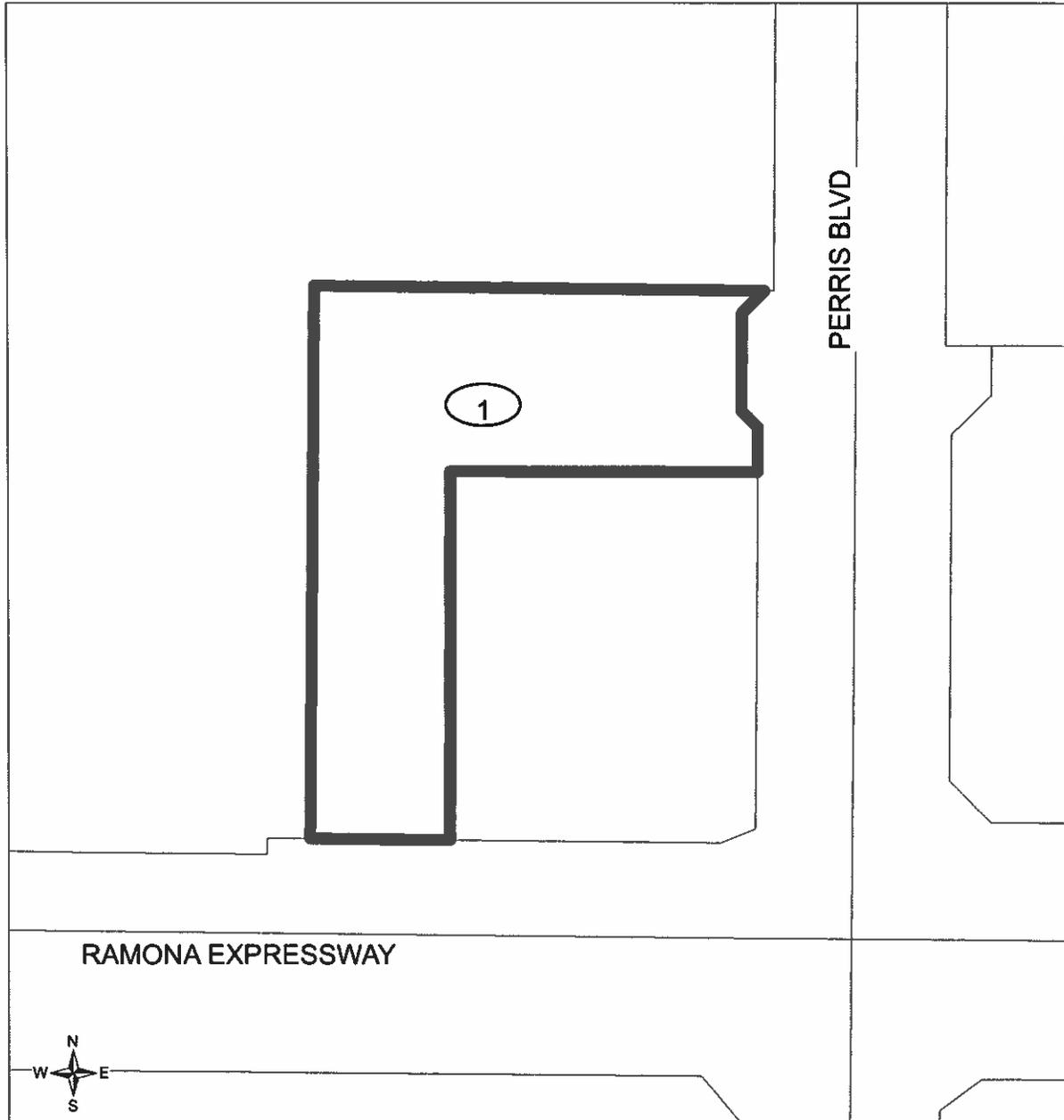
Document Date: _____ Other: _____

2015 Apostille Service, 707-992-5551 www.CaliforniaApostille.us

California Mobile Notary Network www.CAMNN.com

EXHIBIT A TO CONSENT AND WAIVER TO ANNEXATION OF CUP 16-05258 TO BENEFIT ZONE 109 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

-  ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-060-040



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

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 109, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 30, 2019

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of Benefit Zone 109 ("BZ 109") located at the Northwest corner of Perris Boulevard and Ramona Expressway through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

WHEREAS, Perris Car Wash, Inc. (the majority "Owner") has presented signed petitions to the City Council requesting the annexation of CUP 16-05258 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within BZ 109; and

WHEREAS, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within BZ 109; and

WHEREAS, to accomplish such purposes, the City Council proposes to annex Assessor Parcel Numbers 302-060-039 and 302-060-040 to Benefit Zone 109, Flood Control Maintenance District No. 1.

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

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

Section 2. Maintenance of the improvements will be of direct benefit to parcels within BZ 109 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit

shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of NW Corner of Perris Blvd and Ramona Expy to Benefit Zone 109, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

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

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

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

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

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

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

Section 7. The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

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

ADOPTED, SIGNED and APPROVED this 28th day of May, 2019.

Mayor, Michael M. Vargas

ATTEST:

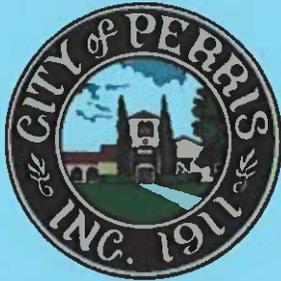
City Clerk, Nancy Salazar

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 thereof held 28th day of May, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



8.D.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: **RBBB Improvement and Credit/Reimbursement Agreement with IDIL Rider 1, LLC and IDIG Rider Distribution Center, LLC for improvements required for DPR 06-0635, DPR 06-0432, and TPM 06-0498, located in the vicinity of Redlands Avenue and Rider Street**

REQUESTED ACTION: That the City Council approve and authorize the City Manager to execute the Agreement in a form approved by the City Attorney

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

In 2008 the City Council established the North Perris Road and Bridge Benefit District (the "RBBB") to fund certain infrastructure improvements generally in the North Perris Specific Plan area. City Resolution No. 4157 establishes a fee schedule so that developers within the RBBB pay for their fair share of the costs of constructing improvements that help mitigate the traffic impacts and burdens on arterials and streets within the RBBB. The RBBB Fees are based on the North Perris Road and Bridge Benefit District Analysis Report dated June 12, 2008 ("Report"), and generally replace the combined DIF and TUMF fees that would otherwise apply.

Similar to the DIF and TUMF programs, the RBBB program allows for credits and reimbursements for developers who construct improvements identified in the Report. Credits and reimbursements are administered by the City.

IDIL Rider 1, LLC and IDIG Rider Distribution Center, LLC (collectively the "developer") received entitlements to construct approximately 997,840 square feet of industrial and office space in two buildings on about 49 acres of real property located in the vicinity of Redlands Avenue and Rider Street, as shown on the attached site plans. Among other conditions of development, the developer is required to construct street and other improvements on Rider Street and Redlands Avenue to alleviate traffic impacts. Some of these improvements are identified in the Report and are eligible for RBBB credit and/or reimbursement. The developer's total RBBB Fee obligation is \$7,563,627. The developer has already paid \$2,689,687, leaving a remainder of \$4,873,940. The improvements to be constructed by the developer are eligible under the RBBB program for a credit/reimbursement up to approximately

\$4,922,500. The developer will receive a combination of credits against unpaid fees and a refund of paid fees, up to the maximum reimbursement amount.

The draft agreement is attached in the form of RBBB credit/reimbursement agreements previously approved by the City. If the City Council approves the terms of the agreement, the City Attorney's office will finalize the agreement for execution. If any substantive changes are required, the agreement will be brought back to the City Council for further consideration.

BUDGET (or FISCAL) IMPACT: None to the City. The agreement implements the credits authorized under the RBBB Program.

Prepared by:

REVIEWED BY:

City Attorney X
Assistant City Manager 
Finance Director *cc*

Attachments: RBBB Improvement and Credit/Reimbursement Agreement
Site Plans

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

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
NORTH PERRIS ROAD AND BRIDGE
BENEFIT DISTRICT FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into on _____, 2019, by and between the City of Perris, a California municipal corporation ("City"), IDIL Rider 1, LLC, a Delaware limited liability company ("IDIL") and IDIG Rider Distribution Center, LLC, a Delaware limited liability company ("IDIG") (collectively, "Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, IDIL owns the Rider 1 Project (as defined below) and IDIG owns the Rider 3 Project (as defined below) in the City of Perris, County of Riverside, State of California ("City"), which is more specifically described in the legal descriptions set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Properties" or "Property");

WHEREAS, Developer has obtained from City certain entitlements and/or permits for these two development projects in connection for the construction of improvements on the Properties. The "Rider 1 Project" consists of DPR 06-0635 and Minor Development Plan Review (MDPR) 17-05018. The "Rider 3 Project" consists of DPR 06-0432 and TPM 06-0498. The Rider 1 and Rider 3 Projects are, collectively, the "Projects";

WHEREAS, as a condition to City approval of the Projects, City has required Developer to construct certain portions of Rider Street and Redlands Avenue improvements (the "Improvements") as imposed in the conditions of approval for the Project. Exhibit "B" to this Agreement specifies the various components of the Improvements, the amount of the RBBD Fees (as defined below) which have been paid or will be paid, for the Rider 1 and 3 Projects, and the RBBD Fees which are available to fund the various components of the Improvements. The Developer's completion of the Improvements and acceptance of the Improvements by the City, shall constitute full satisfaction of the (i) June 13, 2017 Revised Engineering Conditions of Approval (DPR 06-0635) 12, 13, 17, 18, 21, 24 and 26; and (ii) August 21, 2007 Engineering Conditions of Approval (DPR 06-0635) 17, 18, 23, and 24 (DPR 06-0432) 17, 19, 26, and 27 (collectively, "COAs");

WHEREAS, pursuant to Section 66484 of the California Government Code, Chapter 18.32 of the Perris Municipal Code, and City Resolution No. 4157 (as amended), the City of Perris requires Developer to pay the North Perris Road and Bridge Benefit District Fees ("RBBD Fees") which covers the Developer's fair share of the costs to construct transportation improvements that help mitigate the traffic impacts and burdens on arterials and streets within the North Perris Road and Bridge Benefit District Area ("District") generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the arterials and street within the District;

WHEREAS, in connection with development of the Rider 1 Project, IDIL has pulled a building permit, and has paid the RBBD Fees totaling \$2,689,687 ("Paid Fees");

WHEREAS, the Improvements are also identified in the North Perris Road and Bridge Benefit District (NPRBBD) program as transportation improvements that are to be funded with the funds collected under the RBBB Fees, as described in the NPRBBD Analysis Report dated June 12, 2008 ("Report"); and

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely construction and completion of the Improvements, (2) to ensure that construction of the Improvements is undertaken in accordance with the plans and specifications as approved by City, (3) to provide a means by which the Developer's costs for construction of the Improvements is offset against Developer's obligation to pay the applicable RBBB Fees for the Projects in accordance with the Report and applicable RBBB rules adopted by fix City, and (4) to provide a means for Developer to be reimbursed to the extent the actual and authorized costs for construction of the Improvements exceeds Developer's RBBB Fees obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

TERMS

1.0 **Incorporation of Recitals.** The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 **Construction of Improvements.** Developer shall construct or have constructed, at its own cost, and expense, the Improvements in accordance with plans and specifications which will be prepared by or on behalf of Developer and approved by City. Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any portion of the Improvements until all plans and specifications for the Improvements ("Plans and Specifications") have been submitted to and approved by City.

2.2 **Permits and Notices.** Prior to commencing any work, Developer shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in this Agreement or in any permit or license issued to Developer.

2.3 **Public Works Requirements.** Developer shall ensure that the construction of the Improvements is undertaken as if such Improvements were constructed under the direction

and authority of City. Thus, without limitation, Developer shall comply with all of the following requirements with respect to the construction of the Improvements:

(a) Developer shall obtain bids for the construction of the Improvements, in conformance with the standard procedures and requirements of City with respect to its public works projects, or in a manner which is approved by the City Engineer.

(b) The contract or contracts for the construction of the Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the City Engineer.

(d) All contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Improvements which they will construct in conformance with Section 13.0 of this Agreement.

2.4 Compliance With Plans and Specifications. The Improvements shall be completed in accordance with the Plans and Specifications as approved by City.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. All work shall be done and the Improvements completed as shown on approved Plans and Specifications, and any subsequent alterations thereto mutually agreed upon by City and Developer. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. City shall have ten (10) business days after receipt of such written notice to approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Developer of its approval or disapproval of the alterations within such ten (10) business day period, City will be deemed to have disapproved such alterations to the Plans and Specifications. Any and all alterations in the

Plans and Specifications and the Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all of the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance, except to the extent such damage or injury is caused by the negligence or willful misconduct of City, its elected officials, employees and/or agents.

4.0 Fees and Charges. Developer shall, at its sole cost and expense, pay all fees, charges, and taxes arising out of the construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by City.

5.0 City Inspection of Improvements. Developer shall, at its sole cost and expense, and at all times during construction of the Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Improvements and areas where construction of the Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the Improvements, Developer shall provide to City such evidence or proof as City shall reasonably require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of Improvements; As-Built or Record Drawings. If the Improvements are completed by Developer in accordance with the Plans and Specifications, City shall be authorized to accept the Improvements. City may, in its reasonable discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements. Upon the total or partial acceptance of the Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Improvements in accordance with California Civil Code sections 3093 ("Notice of Completion"), at which time the accepted Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not

accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein. Upon completion of the Improvements by Developer, and acceptance of the Improvements by the City, Developer shall be deemed to have fully satisfied the COAs.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the Improvements, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the Plans and Specifications. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost and expense of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted bylaw.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, or code, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Improvements and all other administrative costs or expenses as provided for in this Section 9.0 of this Agreement.

10.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not commenced within the time required under Section 10.1 of this Agreement and diligently prosecuted to completion, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost and expense of Developer or surety, without the necessity of giving any further notice to Developer or surety. In the event City elects to

complete or arrange for completion of the remaining work and the Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

10.3 Other Remedies. No action by City pursuant to this Section 10.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, (excluding consequential, special or punitive damages), injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs (the "Estimated Costs") to construct the Improvements, as determined by City after Developer has awarded a contract for construction of the Improvements in accordance with this Agreement. The Estimated Costs are set forth on Exhibit "B" attached hereto and incorporated herein by this reference. If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the Warranty of the Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its reasonable discretion, partially release a portion or portions of the security provided under this section as the Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than twenty percent (20%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section shall be released by City six (6) months after date City accepts the Improvements.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement,

the Improvements, or the Plans and Specifications shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, directly attributable to and caused solely and exclusively by the gross negligence or willful misconduct of Developer in connection with Developer's performance of this Agreement ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall terminate after the expiration of the one (1) year Warranty period, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name City, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

13.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 RBBB Fees Credit and Refund.

14.1 Developer's RBBB Fee Obligation. City acknowledges that IDIL has paid the Paid Fees. Developer hereby agrees and accepts that as of the date of this Agreement, the amount IDIG is obligated to pay to City for the RBBB Fees for the Rider 3 Project is estimated

to be Four Million Eight Hundred Seventy Thousand Seven Hundred Dollars (\$4,870,700) ("Estimated RBBB Fees Obligation") based upon development of the maximum square feet of building floor area allowed as provided for in the approvals of the Rider 3 Project. The estimated RBBB Fee Obligation shall be subject to adjustment based on the actual square feet of building floor area to be developed on the Property. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop City from adjusting the RBBB Fees in accordance with City's Ordinance No. 1243. In addition, Developer agrees and acknowledges that Developer's final RBBB Fees Obligation for the Rider 3 Project shall be calculated at the time provided in and in accordance with the provision of City RBBB ordinances and or resolutions in effect at such time.

14.2 Credit Offset Against RBBB Fees Obligation and Refund of Paid Fees. In consideration for Developer's obligation under this Agreement to construct the Improvements, Developer shall be entitled to either /or: (i) a credit against the Estimated RBBB Fee Obligation ("Estimated Credit"), and/or (ii) a refund of the Paid Fees ("Refund"), in an amount capped at Four Million Nine Hundred Twenty-Two Thousand Five Hundred Dollars (\$4,922,500.00), subject to adjustment and reconciliation under Section 14.3 of this Agreement. Developer shall be entitled to either the Estimated Credit or the Refund, or portions of both, in the sole discretion of Developer. Developer hereby agrees that the amount of the Estimated Credit and/or Refund shall be applied after Developer has awarded a contract for construction of the Improvements to the lowest responsible bidder in accordance with this Agreement. The amount of the Estimated Credit and Refund shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder plus the related allowable eligible costs not subject to bid, or (B) the unit cost assumptions for the Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the Report. The remaining Estimated RBBB Fees Obligation shall be paid by IDIL to City on or before the issuance of occupancy permits for the Rider 3 Project. In addition, subject to the reconciliation provisions of Section 14.3 of this Agreement, if the cost of the Improvements exceeds the Estimated Credit and the Refund, at the request of Developer, City shall issue additional RBBB Estimated Credits on other projects developed and constructed by Developer or its related entities, if such projects are subject to the RBBB Fee program.

14.3 Reconciliation; Final Credit Offset Against RBBB Fees Obligation and Refund of Paid Fees. Upon acceptance of the Improvements by City, Developer shall submit to the City Engineer such information as the City Engineer may require to calculate the total actual costs incurred by Developer in constructing the Improvements ("Verified Costs"). Such information shall include but not be limited to the documentation listed in Exhibit "D" attached hereto. The actual amount of RBBB Fee Credit or Refund that shall be applied by City to offset the RBBB Fees Obligation and the Refund shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the Improvements as determined in accordance with Section 14.2 of this Agreement (collectively "Actual Credit"). If the Actual Credit is less than the Estimated Credit, Developer shall pay the balance to City to fully satisfy Developer's RBBB Fees Obligation. If the Actual Credit exceeds the Estimated Credit, City shall refund the balance to Developer.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights and obligations pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City

such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property, provided that City hereby agrees that a copy of the deed or conveyance document shall be sufficient proof. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement in the form attached hereto as Exhibit "E".

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.3 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Perris
Attn: City Manager
101 North "D" Street Perris, CA 92570
Fax No. (951) 943-4246

To Developer: IDIL Rider 1, LLC,
a Delaware limited liability company
Attn: Steve Hollis
840 Apollo Street, Suite 100
El Segundo, CA 90245

IDIG Rider Distribution Center, LLC,
a Delaware limited liability company
Attn: Steve Hollis
840 Apollo Street, Suite 100
El Segundo, CA 90245

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.6 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any

term referencing time, days, or period for performance shall be deemed calendar days and not work days or period for performance shall be deemed calendar days not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.7 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.8 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.9 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.12 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.13 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.15 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

IDIL Rider 1, LLC, a Delaware limited liability company

By: _____

Its: _____

DEVELOPER:

IDIG Rider Distribution Center, LLC, a Delaware limited liability company

By: _____

Its: _____

CITY:

City of Perris, a California Municipal corporation

By: _____

Richard Belmudez, City Manager

ATTEST:

By: _____

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1 AND LETTERED LOTS A AND B, OF PARCEL MAP NO. 35268, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN ON A MAP RECORDED IN BOOK 245, PAGES 58 THROUGH 60, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 303-281-001-4;	303-283-001-0;	303-286-001-9;	303-273-009-7;
303-281-002-5;	303-283-002-1;	303-286-002-0;	303-273-010-7;
303-281-003-6;	303-283-003-2;	303-286-003-1;	303-273-011-8;
303-281-004-7;	303-283-004-3;	303-286-004-2;	303-273-012-9;
303-281-005-8;	303-283-005-4;	303-286-005-3;	303-273-013-0;
303-281-006-9;	303-283-006-5;	303-286-006-4;	303-273-014-1;
303-281-007-0;	303-283-007-6;	303-286-007-5;	303-273-015-2;
303-281-008-1;	303-283-008-7;	303-286-008-6;	303-273-016-3;
303-281-009-2;	303-283-009-8;	303-286-009-7;	303-273-017-4;
303-281-010-2;	303-283-010-8;	303-286-010-7;	303-273-018-5;
303-281-011-3;	303-283-011-9;	303-286-011-8;	303-273-019-6;
303-281-012-4;	303-283-012-0;	303-286-012-9;	303-273-020-6;
303-281-013-5;	303-283-013-1;	303-286-013-0;	
303-281-014-6;	303-283-014-2;	303-286-014-1;	303-276-001-8;
303-281-015-7;	303-283-015-3;		303-276-002-9;
303-281-016-8;	303-283-016-4;	303-272-001-6;	303-276-003-0;
303-281-017-9;	303-283-017-5;	303-272-002-7;	303-276-004-1;
303-281-018-0;	303-283-018-6;	303-272-003-8;	303-276-005-2;
		303-272-004-9;	303-276-006-3;
	303-284-001-3;	303-272-005-0;	303-276-007-4;
	303-284-002-4;	303-272-006-1;	303-276-008-5;
	303-284-003-5;	303-272-007-2;	303-276-009-6;
	303-284-004-6;	303-272-008-3;	303-276-010-6;
303-282-001-7;	303-284-005-7;	303-272-009-4;	303-276-011-7;
303-282-002-8;	303-284-006-8;		303-276-012-8;
303-282-003-9;	303-284-007-9;	303-273-001-9;	303-276-013-9;
303-282-004-0;	303-284-008-0;	303-273-002-0;	303-276-014-0;
303-282-005-1;	303-284-009-1;	303-273-003-1;	303-276-015-1;
303-282-006-2;	303-284-010-1;	303-273-004-2;	303-276-016-2;
303-282-007-3;	303-284-011-2;	303-273-005-3;	303-276-017-3;
303-282-008-4;	303-284-012-3;	303-273-006-4;	303-276-018-4;
303-282-009-5;	303-284-013-4;	303-273-007-5;	303-276-019-5;
	303-284-014-5;	303-273-008-6;	303-276-020-5;

303-282-010-5;	303-284-015-6;	303-277-001-1;
303-282-011-6;	303-284-016-7;	303-277-002-2;
303-282-012-7;	303-284-017-8;	303-277-003-3;
303-282-013-8;	303-284-018-9;	303-277-004-4;
303-282-014-9 ;		303-277-005-5;
303-282-015-0;	303-285-001-6;	303-277-006-6;
303-282-016-1;	303-285-002-7;	303-277-007-7;
303-282-017-2;	303-285-003-8;	303-277-008-8;
303-282-018-3;	303-285-004-9;	303-277-009-9;
303-282-019-4;	303-285-005-0;	303-277-010-9;
303-282-020-4;	303-285-006-1;	303-277-011-0;
303-282-021-5;	303-285-007-2;	303-277-012-1;
303-282-022-6;	303-285-008-3;	303-277-013-2;
303-282-023-7;	303-285-009-4;	303-277-014-3;
303-282-024-8;	303-285-010-4;	303-277-015-4;
303-282-025-9;	303-285-011-5;	303-277-016-5;
303-282-026-0;	303-285-012-6;	303-277-017-6;
303-282-027-1;	303-285-013-7;	303-277-018-7;
303-282-028-2;	303-285-014-8;	303-277-019-8 and
303-282-029-3;	303-285-015-9;	303-277-020-8
303-282-030-3;	303-285-016-0;	
303-282-031-4;	303-285-017-1;	
303-282-032-5;	303-285-018-2;	
303-282-033-6;	303-285-019-3;	
303-282-034-7;	303-285-020-3;	

EXHIBIT "B"

**ESTIMATED COSTS
DPR 06-0635 and 06-0432**

1. Project total square footage of industrial building:

Rider 1	354,840	S.F.
Rider 3	643,000	S.F.
Total Building Size:	997,840	S.F.

2. The project RBBB fee obligation:

Total Building Size:		997,840	S.F.
	x	\$	7.58
<hr/>		\$	7,563,627.20

3. Total amount reserved in RBBB Program for improvements proposed:

Redlands Avenue	\$	4,035,500.00
Rider Street	\$	996,500.00
Total	\$	5,032,000.00

4. MSHCP amount not reimburseable:

Redlands Avenue	\$	98,700.00
Rider Street	\$	10,800.00
Total	\$	109,500.00

5. Maximum reimburseable amount in RBBB Program:

Redlands Avenue	\$	3,936,800.00
Rider Street	\$	985,700.00
Total	\$	4,922,500.00

6. Preliminary Cost (Construction + Right-of-Way Acquisition + Planning + Engineering + Contingency)for Improvements to be constructed are eligible for reimbursement:

Redlands Avenue		\$	7,560,697.30
Rider Street	+	\$	823,150.07
Total		\$	8,383,847.37

7. Project is eligible for RBBB fee credit up to maximum reimburseable amount:

Maximum reimburseable amount		\$	4,922,500.00
Preliminary cost		\$	8,383,847.37
Eligible for RBBB fee credit		\$	4,922,500.00

8. Project is obligated to pay following RBBB Fees

Project RBBB Fee Calculation			
RBBB Obligation for Rider I & Rider III		\$	7,563,627.20
RBBB Fees Paid for Rider I	-	\$	2,689,687.20
Remaining RBBB Fees		\$	4,873,940.00

9. Preliminary Cost / Eligible for Fee Credit		\$	4,922,500.00
Remaining RBBB Fees	-	\$	4,873,940.00
Potentail Project Fee Credit		\$	48,560.00

10. Net Project Fee Obligation

Remaining RBBB Fees		\$	4,873,940.00
Potential Project Fee Credit	-	\$	48,560.00
Net Project Fee Obligation		\$	4,825,380.00

**DPR 06-0432 Cost Estimate
Improvements to be Constructed (Redlands Ave)**

ITEM NO.	ITEM	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	420,000	\$ 420,000.00
2	TRAFFIC CONTROL SYSTEM	LS	1	120000	\$ 120,000.00
3	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	60000	\$ 60,000.00
4	DUST CONTROL	LS	1	60000	\$ 60,000.00
5	CLEAR AND GRUBBING	LS	1	120000	\$ 120,000.00
6	ROADWAY EXCAVATION	LS	1	180000	\$ 180,000.00
7	PERMIT AND FEES	FA	1		\$ 200,000.00
8	CONSTRUCT HOT MIX ASPHALT PAVEMENT	TON	6,500	\$ 90.00	\$585,000.00
9	AGGREGATE BASE CLASS II	CY	14,300	\$ 40.00	\$572,000.00
10	GRIND 0 15' EXISTING PAVEMENT	SF	36,000	\$ 1.00	\$36,000.00
11	CONSTRUCT 0.67' THICK CONCRETE PAVEMENT (4000 PSI) (CONTROL JOINTS @ 20' O.C.) AND #4 REBAR DOWEL @ 12' O.C. EACH WAY	SF	96,400	\$ 15.00	\$1,446,000.00
12	REMOVE EXISTING PAVEMENT	SF	67,400	\$ 2.00	\$134,800.00
13	CONSTRUCT TYPE 'A-8' CURB AND GUTTER PER RIV. CO. STD. NO. 201	LF	5,200	\$ 18.00	\$93,600.00
14	CONSTRUCT CURB RAMP PER RIV. CO. STD. NO. 403, CASE A	EA	8	\$ 4,000.00	\$32,000.00
15	CONSTRUCT RESIDENTIAL DRIVEWAY PER RIV. CO. STD. NO. 207	SF	400	\$ 10.00	\$4,000.00
16	CONSTRUCT COMMERCIAL DRIVEWAY PER RIV. CO. STD. NO. 207A	SF	4,600	\$ 10.00	\$46,000.00
17	CONTRACTOR TO RELOCATE CONFLICTING MAIL BOXES, SIGNS, MARKER POSTS, ETC. AS NECESSARY ON REDLANDS AVENUE	LS	1	\$ 2,000.00	\$2,000.00
18	CONSTRUCT PARKWAY LANDSCAPE, IRRIGATION ON REDLANDS AVENUE	LS	1	\$ 57,104.00	\$57,104.00
19	CONSTRUCT 18" CLASS IV RCP	LF	1,071	\$ 170.00	\$182,070.00
20	CONSTRUCT 24" CLASS IV RCP	LF	1,015	\$ 200.00	\$203,000.00
21	CONSTRUCT 30" CLASS IV RCP	LF	30	\$ 300.00	\$9,000.00
22	CONSTRUCT 12" HDPE PIPE	LF	174	\$ 50.00	\$8,700.00
23	CONNECT 12" HDPE TO RCP	EA	4	\$ 500.00	\$2,000.00
24	CONSTRUCT CATCH BASIN PER RIV. CO. STD. NO. 300 (W=4') & GUTTER DEPRESSION PER RIV. CO. STD. NO. 311, CASE B OR C	EA	9	\$ 3,000.00	\$27,000.00
25	INSTALL 18" MEDIAN DRAIN BASIN	EA	4	\$ 1,500.00	\$6,000.00
26	INSTALL TYPE G1 INLET CALTRANS STD. PLAN NO. D72B	EA	1	\$ 1,000.00	\$1,000.00
27	REMOVE CONCRETE BULKHEAD	EA	1	\$ 500.00	\$500.00
28	CONSTRUCT MANHOLE NO. 1 PER RCFC&WCD STD. MH251	EA	1	\$ 5,000.00	\$5,000.00
29	CONSTRUCT MANHOLE NO. 4 PER RCFC&WCD STD. MH254	EA	3	\$ 6,500.00	\$19,500.00
30	ADJUST STORM DRAIN MANHOLE TO GRADE PER RCFC&WCD STD. MH257	EA	1	\$ 1,000.00	\$1,000.00
31	CONSTRUCT JUNCTION STRUCTURE NO. 1 PER RCFC&WCD STD. DWG NO. JS226	EA	3	\$ 5,000.00	\$15,000.00
32	CONSTRUCT JUNCTION STRUCTURE NO. 2 PER RCFC&WCD STD. DWG NO. JS227	EA	1	\$ 5,000.00	\$5,000.00
33	CONSTRUCT JUNCTION STRUCTURE NO. 4 PER RCFC&WCD STD. DWG NO. JS229	EA	2	\$ 5,000.00	\$10,000.00
34	CONSTRUCT CONCRETE BULKHEAD PER RCFC&WCD STD. NO. M816	EA	2	\$ 2,000.00	\$4,000.00

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EXHIBIT B

35	CONSTRUCTION COLLAR PER RCFC&WCD STD DWG. NO. M803	EA	3	\$ 2,000.00	\$6,000.00
36	INSTALL PIPE SWING GATE PER RCFC&WCD STD. DWG. NO. M820	LF	40	\$ 50.00	\$2,000.00
37	INSTALL 24" DIA. RCP PIPE INLET WITH 24" GRATE A.F.C. NO. A-1558-24	EA	1	\$ 3,000.00	\$3,000.00
38	CONSTRUCT 4" THICK CONCRETE BACKFILL W/ 20 LB FELT OVER PIPE	SF	50	\$ 20.00	\$1,000.00
39	ADJUST SEWER MANHOLE TO GRADE PER EMWD STD. SB-61	EA	18	\$ 1,500.00	\$27,000.00
40	ADJUST WATER VALVE TO GRADE PER EMWD STD. A-492	EA	17	\$ 1,000.00	\$17,000.00
41	ADJUST CTS VALVE PER EMWD STD. B-660	EA	3	\$ 2,000.00	\$6,000.00
42	ADJUST FIRE HYDRANT PER EMWD STD. B-516	EA	1	\$ 5,000.00	\$5,000.00
43	REDLANDS AVENUE SIGNING, STRIPING AND MARKERS	LS	1	\$ 80,000.00	\$80,000.00
44	TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF REDLANDS AVENUE AND RIDER STREET	LS	1	\$ 350,000.00	\$350,000.00
45	TRAFFIC SIGNAL MODIFICATION FOR THE INTERSECTION OF REDLANDS AVENUE AND RAMONA	LS	1	\$ 50,000.00	\$50,000.00

CONSTRUCTION COSTS SUBTOTAL \$5,214,274.00

	CONTINGENCY (10% OF CONST. COSTS)	LS	1	\$ 1,042,854.80	\$1,042,854.80
	RIGHT-OF-WAY	LS	1	\$ -	\$0.00
	PROJECT ENGINEERING, STAKING, PERMIT & INSPECTION FEES (25% OF CONST. COSTS)	LS	1	\$ 1,303,568.50	\$1,303,568.50

TOTAL \$7,560,697.30

EXHIBIT "C" FORMS FOR SECURITY

Payment and Performance Bond

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EXHIBIT C

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO
RENEWAL

PAYMENT AND PERFORMANCE BOND

WHEREAS, the City of Perris ("City") has executed an agreement with IDIG Rider Distribution Center, LLC, a Delaware limited liability company (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain NPRBBD Improvement and Credit/Reimbursement Agreement dated ____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable

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attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ___ day on _____, 20_.

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA

STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary
Public")

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.

Place Notary Seal Above Signature of Notary
Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER
DOCUMENT

DESCRIPTION OF ATTACHED

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Number Of Pages

Signer is representing:

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Name Of Person(s) Or
Entity(ies)

Date Of Document

Signer(s) Other Than Named Above

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____ Secretary of the corporation named as _____ principal in the attach

_____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of Perris ("City") has executed an agreement with IDIG Rider Distribution Center, LLC, a Delaware limited liability company (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of _____ (\$_____), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or

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about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the

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persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 3110, 3111, 3112 and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this _____ day on

_____, 20____.

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

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ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA

STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane
Doe, Notary Public")

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.

Place Notary Seal Above Signature of
Notary Public

OPTIONAL

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

<p>CAPACITY CLAIMED BY SIGNER DOCUMENT</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Corporate Officer</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p>
--	--

<p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-In-Fact</p>	<p>Title(s) Document</p> <p><input type="checkbox"/> Limited</p> <p><input type="checkbox"/> General</p>	<p>Title or Type of</p> <hr/> <p>Number Of Pages</p>
---	--	--

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- Trustee(s)
- Guardian/Conservator
- Other:

Date Of Document

Signer is representing:
Name Of Person(s) Or
Entity(ies)

Signer(s) Other Than Named Above

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____ Secretary of the corporation named as _____ principal in the attach

_____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal) _____

Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT "D"

DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist City in determining the Construction Costs for a completed Improvement, Developer shall provide the following documents to City:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. List of bidders from whom bids were requested;
3. Construction schedules and progress reports;
4. Contracts, insurance certificates and change orders with each contractor or vendor;
5. Invoices received from all vendors;
6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);
7. Spreadsheet showing total costs incurred in and related to the construction of each Improvement and the check number for each item of cost and invoice;
8. Final lien releases from each contractor and vendor; and
9. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "E"

REIMBURSEMENT AGREEMENT NORTH PERRIS ROAD AND BRIDGE BENEFIT DISTRICT FEE PROGRAM

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____ 20___, by and between the City of Perris, a California municipal corporation ("City"), and IDIG Rider Distribution Center, LLC, a Delaware limited liability company, with its principal place of business at 180 N. Stetson Suite 3275, Chicago, IL 60601 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, City and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement – North Perris Road and Bridge Benefit District Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay City the NPRBBB Fee Obligation, as defined therein, but shall receive credit to offset the NPRBBB Fee Obligation if Developer constructs and City accepts the NPRBBB Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the NPRBBB Fee Obligation, Developer may apply to City for a reimbursement agreement for the amount by which the credit exceeds the NPRBBB Fee Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, City has consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, City of Perris Resolution No. 4147, and the NPRBBB Report adopted by the City.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

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TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the NPRBBD Fee Obligation as determined pursuant to the Credit Agreement, City of Perris Resolution No. 4147, and the NPRBBD Report adopted by the City ("Reimbursement"). The Reimbursement shall be subject to verification by the City. Developer shall provide any and all documentation reasonably necessary for the City to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). City shall be responsible for transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the NPRBBD Fee Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the NPRBBD Report adopted by the City.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the NPRBBD Improvements are completed and accepted by City in accordance with the Credit Agreement, (ii) the City has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by the City.

6.0 Affirmation of Credit Agreement. City and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. City and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. City and Developer represent and warrant that the Credit Agreement is

01006.0006/555463.1

currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.3, and Sections through 15.16.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

IDIG Rider Distribution Center,
LLC, a Delaware limited liability
company
("Developer")

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

City of Perris

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

01006.0006/555463.1

EXHIBIT "F"

NPRBBD CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any NPRBBD Improvement, Developer shall follow the steps listed below:
 - a. Prepare a separate bid package for the NPRBBD Improvements.
 - b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
 - c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the City.
 - d. The contract(s) for the construction of NPRBBD Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the City's requirements and guidelines.
 - e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a NPRBBD Improvement and Credit Agreement executed between City and Developer ("Agreement"), Developer shall provide the City with the following:
 - a. Copies of all information listed under Item 1 above.
 - b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the City, guaranteeing the construction of all applicable NPRBBD Improvements.

3. Prior to the City's acceptance of any completed NPRBBD Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:
 - a. Developer shall have completed the construction of all NPRBBD Improvements in accordance with the approved Plans and Specifications.
 - b. Developer shall have satisfied the City's inspection punch list.
 - c. After final inspection and approval of the completed NPRBBD Improvements, the City shall have provided the Developer a final inspection release letter.
 - d. City shall have filed a Notice of Completion with respect to the

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NPRBBD Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office.

- e. Developer shall have provided City a copy of the As-Built plans for the NPRBBD Improvements.
- f. Developer shall have provided City copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any NPRBBD Improvements.
- g. Developer shall have submitted a documentation package to the City to determine the final cost of the NPRBBD Improvements, which shall include at a minimum, the following documents related to the NPRBBD Improvements:
 - i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
 - ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
 - iii. Invoices from all vendors and service providers.
 - iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
 - v. Final lien releases from each contractor and vendor (unconditional waiver and release).
 - vi. Certified contract workers payroll for City verification of compliance with prevailing wages.
 - vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee.

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units: 200 SF dwelling units @ \$6,650 / dwelling unit = \$1,330,000 in fees (NPRBBD Fee Obligation)

Example A: "NPRBBD

BALANCE"

CREDIT

NPRBBD Fee Obligation: \$1,330,000
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less \$1,500,000 Potential Reimbursement:

RECONCILIATION

NPRBBD Fee Obligation: \$1,330,000
Actual Credit: \$1,200,000
NPRBBD Balance (Payment to NPRBBD): **\$130,000**

Example B:

"REIMBURS

EMENT"

CREDIT

NPRBBD Fee Obligation: \$1,330,000
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less \$1,500,000 Potential Reimbursement:

RECONCILIATION

NPRBBD Fee Obligation: \$1,330,000 Actual Credit: \$1,500,000
Reimbursement Agreement with Developer (Based on Priority Ranking): **(\$170,000)**

Example C: "NPRBBD

OVERPAYMENT" CREDIT

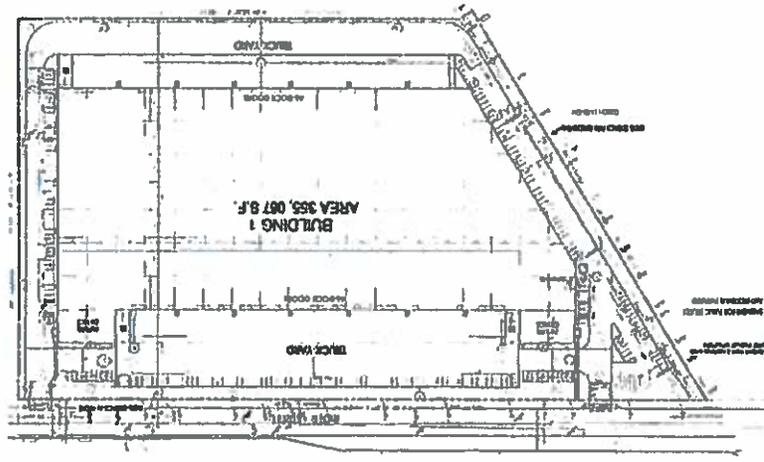
NPRBBD Fee Obligation: \$1,330,000
Estimated Credit: Bid (\$1,200,000) or unit Cost Assumption (\$1,500,000) whichever is less \$1,200,000 Remaining NPRBBD Fee Obligati
Prorated Fee: \$130,000 / 200 du = \$650 / du

RECONCILIATION

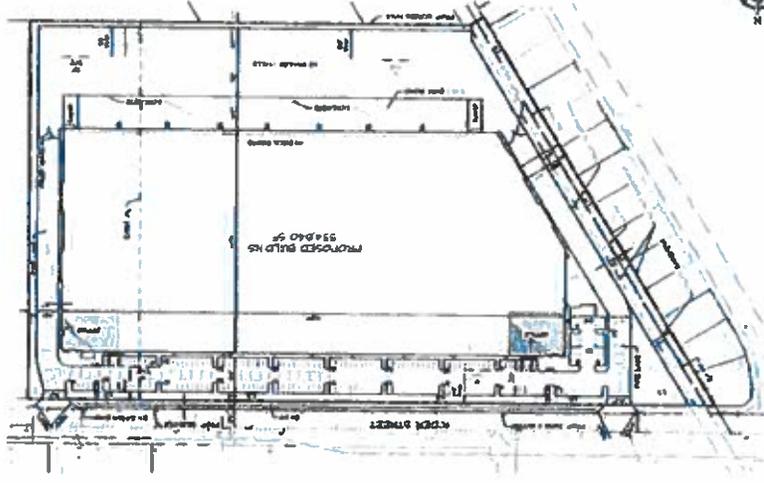
Actual Credit: \$1,300,000
NPRBBD payments from Developer (\$650 per unit x 200 units) \$130,000 Actual Credit plus NPRBBD Payment \$1,430,000
NPRBBD Fee Obligation: \$1
,330,000 Actual Credit plus NPRBBD Payment \$1,430,000 NPRBBD Overpayment (Refund to Developer):
(\$100,000)

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**MINOR MODIFICATION OF DPR NO. 05-0633
RIDER BUSINESS CENTER**



ORIGINALLY APPROVED DEVELOPMENT PLAN



PROPOSED DEVELOPMENT PLAN

GENERAL NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE PROPERTY UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BLOCK UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DISTRICT UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CITY UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE COUNTY UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STATE UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE COUNTRY UNLESS OTHERWISE NOTED.

PROJECT DESCRIPTION:
RIDER BUSINESS CENTER
14000 RIDER STREET
PERRIS, CA 92570
OWNER: RIDER BUSINESS CENTER
DESIGNER: [Firm Name]
DATE: [Date]

PROJECT DATA	APPROVED	MODIFIED
PROJECT NO.	05-0633	05-0633
DATE	05/05/03	05/05/03
PROJECT NAME	RIDER BUSINESS CENTER	RIDER BUSINESS CENTER
OWNER	RIDER BUSINESS CENTER	RIDER BUSINESS CENTER
DESIGNER	[Firm Name]	[Firm Name]
DATE	05/05/03	05/05/03
PROJECT NO.	05-0633	05-0633
DATE	05/05/03	05/05/03
PROJECT NAME	RIDER BUSINESS CENTER	RIDER BUSINESS CENTER
OWNER	RIDER BUSINESS CENTER	RIDER BUSINESS CENTER
DESIGNER	[Firm Name]	[Firm Name]
DATE	05/05/03	05/05/03



CITY OF PERRIS
RIDER BUSINESS CENTER
MINOR MODIFICATION OF DPR NO. 05-0633

APPROVED
CITY OF PERRIS
PLANNING DIV.
BY: [Signature]



8.E.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: Award Contract for Perris Boulevard Corridor Safety Improvements Project Design Phase and Construction Support

REQUESTED ACTION: Approve Contract with AMG and Allocate Additional Funds in the Amount of \$168,000; Authorize Additional 5% for Contingencies and Staff Time; and Allocate Additional \$150,000 for Transportation DIF

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: In August 2018, the City of Perris finalized a Complete Streets Safety Assessment (CSSA) through the UC Berkeley Technology Transfer Program. Through the CSSA report, the Perris Boulevard Corridor Safety Improvements project was developed. The limit of this project is Ramona Expressway to 4th Street.

The Perris Boulevard Corridor Safety Improvements include modifications to 17 existing traffic signals covering a 4.34 mile segment of the City that is mostly developed with mixed commercial, industrial, and residential uses. The proposed improvements include traffic signal interconnect, leading pedestrian intervals (LPI), review signal and pedestrian crossing timing, install audible detection for pedestrian crossings, install louvers/PV lights, upgrade ramps and median per ADA requirements.

Construction funding in the amount of \$850,200 will be reimbursed through Caltrans Highway Safety Improvement Program (HSIP), Cycle 9 grant award. The project design is not covered by the HSIP grant. City funds shall be allocated to cover environmental approval, design, and construction management/construction support.

The main goals of the project is to improve traffic safety/traffic flow, reduce congestion, improve air quality, and improve the overall safety for motorists and pedestrians.

Request for Proposal Process: On April 24, 2019, the City of Perris sent out requests for proposals to Advanced Mobility Group (AMG), VRPA Technologies, and Urban Crossroads. Two firms submitted proposals to the City, AMG and VRPA Technologies. Engineering staff reviewed the two proposals and found them responsive and qualified to complete the required project design/project coordination, and construction support. AMG was assigned by UC Berkeley to assist with preparation of City's CSSA report and assisted with the HSIP grant application. AMG cost proposal is \$167,949.47. VRPA Technologies is also a qualified traffic engineering firm,

having completed work in the City of Perris and surrounding cities. VRPA Technologies cost proposal is \$283,444.74.

AMG will be required to complete and sign City of Perris contract documents.

BUDGET (or FISCAL) IMPACT: CIP S116 identifies \$50,000 from Gas Tax. Transfer of \$150,000 from Transportation DIF will be required to offset the cost of preparation of the plans, construction management by AMG and County of Riverside as well as staff time.

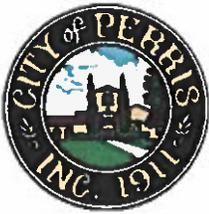
Prepared by:

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director 

Attachments: Proposal and Cost from AMG and VRPA

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



Response to Request for Proposals for Project No. P8-1331

Professional Design and Construction Support Services for the Perris Boulevard Corridor Safety Improvements – Ramona Expressway to 4th Street



Prepared for:
Grace Alvarez,
Engineering Department
City of Perris
24 South D Street, Suite 100
Perris, CA 92570



May 10, 2019



In Association With:

University of Nevada Reno and
Quality Infrastructure Corporation

Prepared by:
VRPA Technologies, Inc.
9747 Businesspark Avenue, Suite 210
San Diego, CA 92131
Office: (858) 566-1766
Fax: (559) 271-1269
www.vrpatechnologies.com

May 10, 2019

Grace Alvarez, Engineering Department
City of Perris
24 South D Street, Suite 100
Perris, CA 92570

Re: Request for Proposals for Project No. P8-1331, Professional Design and Construction Support Services for the Perris Boulevard Corridor Safety Improvements – Ramona Expressway to 4th Street

Dear Ms. Alvarez:

VRPA Technologies, Inc. (VRPA) is pleased to submit this proposal to provide consulting services in support of the City of Perris Professional Design and Construction Support Services for the Perris Boulevard Corridor Safety Improvements – Ramona Expressway to 4th Street. This proposal has been prepared in accordance with Request for Proposal (RFP) issued March 22, 2019.

VRPA has assembled a team of experts to provide the requested services. Together this team combines experience with the City of Perris and Riverside County, traffic signal design experience in Riverside County and throughout California, a unique approach to traffic signal timing that is both highly effective and cost-efficient, and experience in working with projects that are state and federally funded. The team includes:

- ✓ Ms. Georgiena Vivian, Principal in Charge with VRPA, who oversees a variety of traffic engineering and transportation planning projects and has experience working with the Riverside County Transportation Commission, March JPA, and the City of Perris.
- ✓ Mr. Erik Ruehr, Project Manager with VRPA, who has experience with traffic signal design, timing, and coordination including recent experience with March JPA and Riverside County.
- ✓ Mr. Jason Ellard, Project Engineer with VRPA, who has traffic signal design experience with several agencies in Southern and Central California.
- ✓ Mr. Jeff Stine, Senior Transportation Planner with VRPA, who has experience in a wide variety of traffic engineering and transportation planning projects.
- ✓ Dr. Zong Tian of the University of Nevada – Reno, who has successfully utilized the new TranSync software to provide effective traffic signal timing for the City of San Diego, Caltrans, and other clients in California and the Western U.S.
- ✓ Mr. Kirk Bradbury of Quality Infrastructure Corporation, who has extensive experience in civil engineering design for transportation engineering projects including bicycle and pedestrian projects conducted for with the San Diego Association of Governments and other clients in Southern California.

VRPA will lead this project from its San Diego office within easy driving distance from the City of Perris. Our San Diego office serves several clients in Western Riverside County including March JPA, the Riverside County Transportation Commission, and the City of Murrieta. VRPA has worked previously with Dr. Tian on the University BRT signal coordination study for the San Diego Association of Governments and in research settings on the Transportation Research Board's Committee on Highway Capacity and Quality of Service. VRPA has worked previously with Quality Infrastructure Corporation on various projects for the San Diego Association of Governments including the design of traffic signal and roadway improvements to the College Avenue/Montezuma Road intersection.

Ms. Grace Alvarez
May 10, 2019
Page 2

We have reviewed the Standard Agreement for professional services provided in the RFP and we can enter into a similar agreement with no exceptions.

We appreciate the opportunity to submit this proposal and we look forward to providing services to the City of Perris. This proposal shall be a firm offer, valid 90-days from date of this letter. VRPA's Director of Traffic Engineering, Erik Ruehr, can accept and sign a contract for the firm and is available to discuss this proposal through one of the following: 9474 Businesspark Avenue, Suite 210, San Diego, CA 92131 / Phone: (858) 566-1766 / Cell Phone: (858) 361-7151 / Email: eruehr@vrpatechnologies.com.

Sincerely,



Erik O. Ruehr, Director of Traffic Engineering
VRPA Technologies, Inc.

ER/dg

Enclosure

Request for Proposal for Project No. P8-1331

City of Perris

**Professional Design and Construction Support Services for
the Perris Boulevard Corridor Safety Improvements –
Ramona Expressway to 4th Street**

May 10, 2019

Prepared for:

City of Perris
24 South D Street, Suite 100
Perris, CA 92570

Prepared by:

VRPA Technologies, Inc.
9747 Businesspark Avenue, Suite 210
San Diego, CA 92131
(858) 566-1766
Erik O. Ruehr, P.E.,
Director of Traffic Engineering



In Association with:

University of Nevada Reno and
Quality Infrastructure Corporation

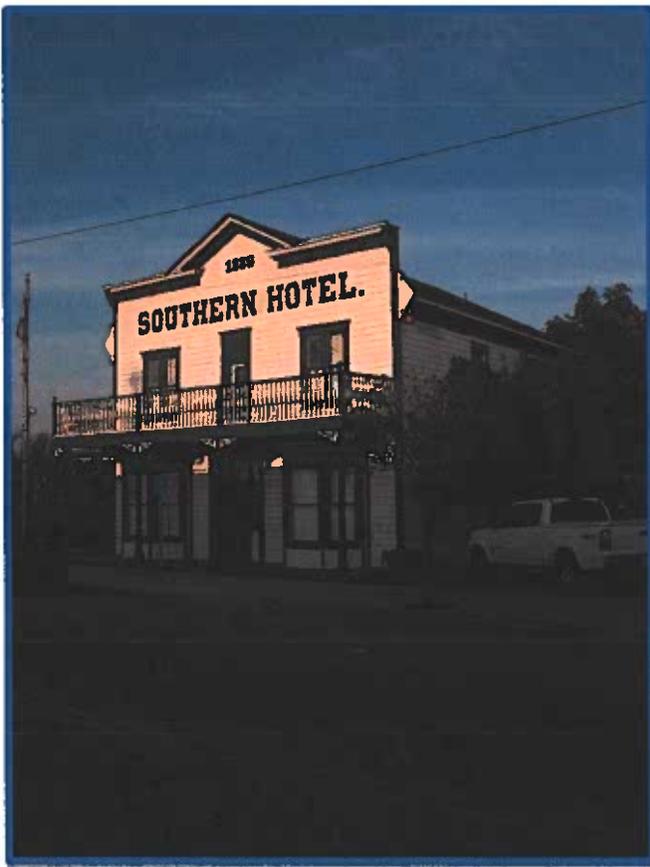


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Executive Summary

This proposal provides a summary of the qualifications, experience, and proposed approach of the VRPA Technologies, Inc. (VRPA) team to provide professional services to the City of Perris for the Perris Boulevard Corridor Safety Improvements project. The team includes VRPA (project management, traffic signal and interconnect design), University of Nevada – Reno (traffic signal timing), Quality Infrastructure Corporation (civil engineering design), and Aguirre and Associates (surveying). The remainder of the proposal provides additional detail on our qualifications and approach to the project.

Consultant Information, Qualifications, and Experience

VRPA Technologies, Inc.

VRPA Technologies is a transportation engineering and planning consulting firm with headquarters in Fresno and an office in San Diego. Our previous experience relevant to this project is shown below.

Work activities related to the Perris Boulevard Corridor Safety Improvements effort will be completed at the following offices:

Corporate Headquarters	Branch Office
Georgiena Vivian, Principal in Charge 4630 W. Jennifer, Suite 105 Fresno, CA 93722 (559) 271-1200 gvivian@vrpatechnologies.com	Erik Ruehr, P.E., Director of Traffic Engineering 9747 Businesspark Avenue, Suite 210 San Diego, CA 92131 (858) 566-1766 eruehr@vrpatechnologies.com

Relevant Project Experience

Fresno 40 Intelligent Transportation System and Traffic Signal Design – Fresno, California (VRPA Prime)

VRPA Technologies, Inc. provided Intelligent Transportation System design services for approximately 2.5 miles of roadway that included eight (8) intersections and eight (8) roadway segments in the City of Fresno. The intersections included Fresno Street at Friant Road, Audubon Drive at Friant Road, Audubon Drive at Cole Avenue, Fresno Street at Fresno 40 Project Driveway, Fresno Street at Nees Avenue, Shepherd at Friant Avenue, Blackstone Avenue at Nees Avenue, and Ingram Avenue at Nees. These improvements were a condition of approval for the Fresno 40 mixed-use Development Project and the Loop Project.



VRPA also provided traffic signal modification design services for the intersections of Friant Road at Fresno Street and Friant Road at Audubon Drive. New traffic signal design services were provided for Audubon Drive at Cole Avenue and Fresno Street at Project Driveway.

<i>Dates of Performance</i>	October 2014 – March 2015
<i>Contract Amount</i>	\$9,886
<i>Funding Source</i>	Private Funding
<i>Consultant Project Manager</i>	Georgiena Vivian, Principal in Charge, (559) 259-9257, gvivian@vrpatechnologies.com and Jason Ellard, Project Manager, (559) 271-1200, jellard@vrpatechnologies.com

Client Reference: John Stanbouljian, City of Fresno Public Works Department, 2600 Fresno Street, Fresno, CA, 93721, (559) 621-8669, john.stanbouljian@fresno.gov



March Joint Powers Authority, On-Call Traffic Engineering, Riverside County, CA (VRPA Prime)

The March Joint Powers authority was formed for the purpose of redeveloping land formerly occupied by the former March Air Force Base near Riverside, California. VRPA Technologies has been working as the on-call traffic engineering consultant for the March JPA since 2006. Key tasks conducted for this on call project have included review of several major traffic impact analyses, development of traffic impact study guidelines, and review of proposed roadway signing and striping plans.



VRPA has also prepared detailed traffic impact study guidelines for March Joint Powers Authority. The purpose of the guidelines was to guide transportation engineers and planners in preparing traffic impact studies for land development projects within March JPA’s jurisdiction. This work required knowledge of typical practices for transportation analyses conducted in Riverside County as well as knowledge of traffic impact study guidelines and transportation practices of the four jurisdictions that make up March JPA: Riverside County, the City of Riverside, the City of Moreno Valley, and the City of Perris.

As part of the firm’s ongoing work with March JPA, VRPA Technologies participated in the planning and development of the March JPA Commuter Rail Station. This station will serve Metrolink trains on the Perris Valley Line running between the Cities of Perris and Riverside. VRPA’s involvement with the commuter rail station included overall review of land use plans in the area surrounding the station, planning of transportation facilities to serve the station and adjacent development, analysis of access from the station to the roadway system, and detailed review of the transportation aspects of the site plan.

<i>Dates of Performance</i>	<i>2006 - Ongoing</i>
<i>Contract Amount</i>	<i>To Date - \$759,433</i>
<i>Funding Source</i>	<i>Local Government Funding</i>
	<i>Georgiena Vivian, Principal in Charge, (559) 259-9257,</i>
<i>Consultant Project Manager</i>	<i>gvivian@vrpatechnologies.com and Erik Ruehr, P.E., Task Order</i>
	<i>Project Manager, (858) 361-7151, eruehr@vrpatechnologies.com</i>

Project Reference: Dr. Danielle Kelly, Executive Director, March JPA, 14205 Meridian Parkway, Suite 140, Riverside, CA, 92518, (951) 656-7000, kelly@marchjpa.com

University Corridor Bus Rapid Transit, San Diego, CA

VRPA Technologies worked as a subconsultant to IBI on the University Corridor Bus Rapid Transit project. This project included retiming of traffic signals to allow for transit signal priority for rapid buses as well as improvements in signal timing efficiency for all vehicles. VRPA assisted with various data collection efforts including before and after travel time runs using advance video technology as well as transit surveys.



<i>Dates of Performance</i>	<i>April 2017 – January 2018</i>
<i>Contract Amount</i>	<i>\$23,289</i>
<i>Funding Source</i>	<i>Local State Federal Funding</i>
	<i>Georgiena Vivian, Principal in Charge, (559) 259-9257,</i>
<i>Consultant Project Manager</i>	<i>gvivian@vrpatechnologies.com and Erik Ruehr, P.E., Project</i>
	<i>Manager, (858) 361-7151, eruehr@vrpatechnologies.com</i>

Project Reference: Steve Celiniker, Senior Transportation Engineer, San Diego Association of Governments, 401 B Street, Suite 800, San Diego, CA, 92101, (619) 699-6900, sce@sandag.org.



Subconsultant Qualifications

To meet the requirements specified in the RFP, VRPA will enhance its services with those provided by the University of Nevada, Reno and Quality Infrastructure Corporation. Each team member is committed to the time constraints required to successfully complete the project.

Identification of Subconsultant – University of Nevada, Reno



University of Nevada, Reno

University of Nevada, Reno, In addition to its work as a leading university, the University of Nevada – Reno (UNR) provides consulting services and research. Dr. Zong Tian leads the organizations traffic engineering practice in the area of traffic signal timing. Dr. Tian has developed the TranSync program which

provides innovative and cost-efficient traffic signal timing. An example of Dr. Tian’s experience is shown below. Work activities related to the Perris Boulevard Corridor Safety Improvements effort will be completed at the following offices:

Point of Contact | Office where work will be performed:
Zong Tian, Ph.D., P.E.,
1664 N. Virginia Street, Reno, NV 89557
(775) 443-6163

Relevant Project Experience

Caltrans District 8, Signal Retiming for Highway 74 in City of Hemet (June 2016). This project involved field verification of the signal timing work completed by a consulting company, and fixed many errors with their implemented timing plans. The project involved 10 signals. The signal re-timing resulted in 20% reduction in travel time, which translated into about \$2.8 million savings in user costs each year.

Client Reference: Koon Tse, Electrical Engineer, Caltrans District 8, San Bernardino, 909-383-6476.

Identification of Subconsultant –Quality Infrastructure Corporation



Quality Infrastructure Corporation (QIC) is a provider of professional technical and management services to a broad range of agency clients in the southern California area. The QIC staff brings a range of professional experiences from our planning, design, and construction support projects. Our firm is focused exclusively on public works planning and design.

Work activities related to the Perris Boulevard Corridor Safety Improvements effort will be completed at the following offices:

Point of Contact | Office where work will be performed:
Kirk Bradbury P.E.,
7777 Alvarado Road, Suite 606, La Mesa, CA 91942
(619) 741-9400 Ext. 102
kbradbury@qualityinfrastructure.com



Relevant Project Experience

TENTH AVENUE PORT ACCESS IMPROVEMENTS – PLANS, SPECIFICATIONS, AND ESTIMATE

Location: San Diego, CA; Owner: City of San Diego

QIC provided final design services for SANDAG in cooperation with the City of San Diego, Caltrans District 11, and the Port of San Diego for public street improvements along Harbor Drive and Cesar Chavez Parkway in the Barrio Logan community of San Diego. The project included lengthening the existing left-turn lane on Harbor Drive to accommodate large trucks turning into the Tenth Avenue Marine Terminal, intersection and median improvements on Cesar Chavez Parkway, installation of four ADA accessible curb ramps and enhanced crosswalks at the Newton Avenue and Main Street intersections, and installation of an overhead gateway sign along Cesar Chavez Parkway celebrating Barrio Logan.
(Construction Cost: \$1,800,000).

Client Contact: *Jacqueline Appleton-Deane, SANDAG*
jacqueline_appleton-deane@dot.ca.gov
Telephone: *619.491.3080*
Award Date: *August 2012*
Complete Design: *May 2013*
Key Team - Project Management and Roadway Design: *Kirk Bradbury, P.E., Andrea Dodge P.E., QIC Survey and Mapping: Mickey Aguirre, P.E., Aguirre & Associates*

Organization and Approach

Project Management

The work will be accomplished by a team of professionals led by Georgiena Vivian of VRPA, who will be the Principal in Charge. Specific qualifications of the team members can be found on their respective resumes found in the Appendix. The Cost Proposal submittal of the proposal includes a summary of hours proposed for each staff member as well as a detailed breakdown of hours by task. No substitutions of the project manager or team members will be made without the prior approval of the City of Perris.

VRPA’s project management approach includes the designation of a Project Manager. Mr. Erik Ruehr, Director of Traffic Engineering, will oversee work activity and staff to ensure that work products are prepared in accordance with the approved Scope of Work. Further, his responsibilities as Project Manager will be to ensure that work effort is coordinated with team members, appropriate city staff, other area staff and representatives, and other affected agencies.

Figure 1 shows the project organization chart. VRPA proposes a flexible approach to this project. We have provided a detailed scope of work, schedule, and budget, but we are open to working with the City of Perris and other project partners to revise any of the proposal elements to best suit the needs of the City.

VRPA has extensive experience in managing large teams of consultants coming together to work on a single project. As one example, we are currently leading a team of five firms working together to prepare the Long-Range Transportation Plan for the Riverside County Transportation Commission. VRPA has worked on previous projects with Dr. Tian and Quality Infrastructure Corporation and we are well suited to working together as a team.

Resumes

Resumes for VRPA Team key staff can be found in the Appendix.

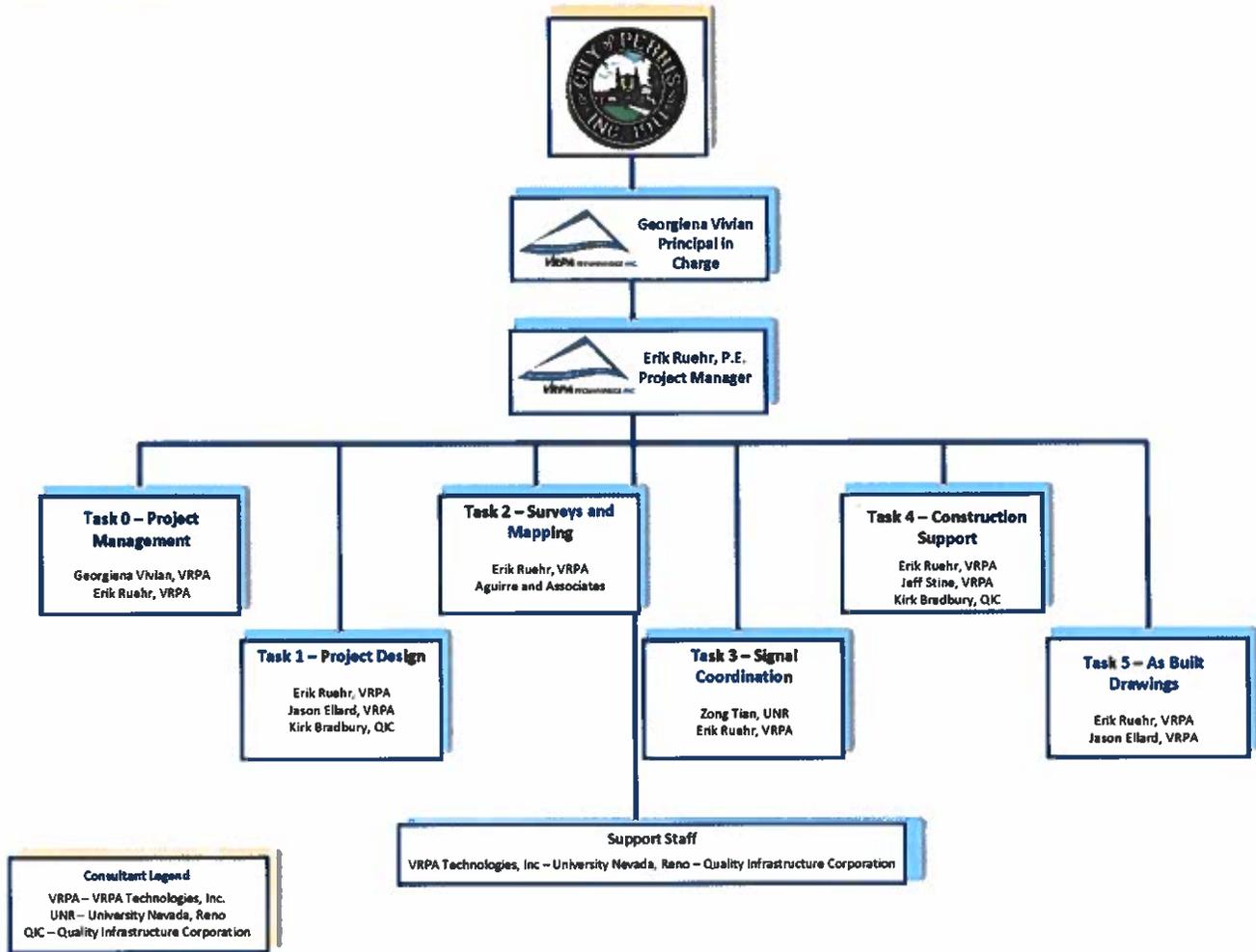


Figure 1: Project Organization Chart

Scope of Work

Task 0 Project Management

0.1 Project Management and Administration

This subtask includes all of the project management activities necessary to coordinate the project, including invoicing, scheduling, progress reports, and project controls.

0.2 Kick-off Meeting (In Person)

Key VRPA staff will attend a kickoff meeting at the City of Perris to get the project started. The scope of work and schedule will be discussed as well as the need for ongoing coordination between key participants.

0.3 Monthly Status and Coordination Meetings (Conference Call | In Person As Needed)

VRPA and City of Perris staff will conduct status calls on a monthly basis. Monthly coordination meetings will be held in person when necessary. Subconsultant staff will attend when necessary at key point in the project.



Task 1 Project Design

This task includes PS&E for all project components identified in the RFP as well as the HSIP grant awarded to the City of Perris. These components are summarized below:

- ✓ Traffic signal interconnect system for the seventeen signalized intersections in the project area
- ✓ Various safety improvements such as additional signal heads, programmed visibility or louvered traffic signal heads, accessible pedestrian push buttons with audio, leading pedestrian intervals, and upgraded signal lenses and backplates
- ✓ Concrete curb and gutter
- ✓ Sidewalk
- ✓ Two pedestrian ramps and one median upgraded for ADA compliance
- ✓ Traffic control

This task will include the preparation of System Engineering Review Forms (SERF forms) and other forms and project reports necessary for Caltrans Local Assistance approval. It will also include response to questions from prospective contractors during the bidding process.

Task 2 Surveys and Mapping

2.1 Coordinate with Surveyor

QIC staff will coordinate with land surveying subconsultant, Aguirre & Associates, for the development of topographic mapping at two locations for the street improvement plans. Topographic mapping provided by the land survey subconsultant will be verified for consistency with observed field conditions and prepared for design and plan sheet development.

2.2 Conduct Field Review

QIC staff will visit the project site, identify potential constraints, and prepare a photographic log of existing conditions at two locations for planned street improvements.

Task 3 Signal Coordination

Different from the traditional signal re-timing approach, the UNR team will use the state-of-the-art TranSync tool to develop, implement, and evaluate the new signal timing plans without the need of conducting extensive turning movement counts. Our major efforts will be on field observations and fine tuning and use field travel run GPS trajectories laid on top of the time-space diagrams for verification and evaluation purposes. This approach has proven to be very cost effective and has been widely adopted by many agencies in the country who maintain and operate their signal systems under constrained resources and budget.

The scope of work related to the signal coordination part of this project includes the following tasks:

3.1 Data Collection

The UNR team will make a visit to the project site to investigate the existing traffic conditions, including signal timing, intersection geometry, and traffic demand levels. The team plans to conduct peak hour turning movement counts only at selected critical intersections which will establish the coordination cycle length for the study corridor.

The team will acquire the existing signal timing plans from Riverside County. Once the timing sheets are obtained, the team will code them into TranSync to provide an initial assessment on the quality of signal timing. TranSync allows quick bandwidth-based optimizations, using the existing cycle and phase splits, without the need of detailed traffic volume counts and geometry. The GPS travel run trajectories can be laid on top of the time-space diagrams to clearly indicate signal timing accuracy and to visualize the quality



of progression (see Figure 1 below for the illustration). Synchro may also be used if a new cycle length is warranted based on the current traffic demand and signal timing.

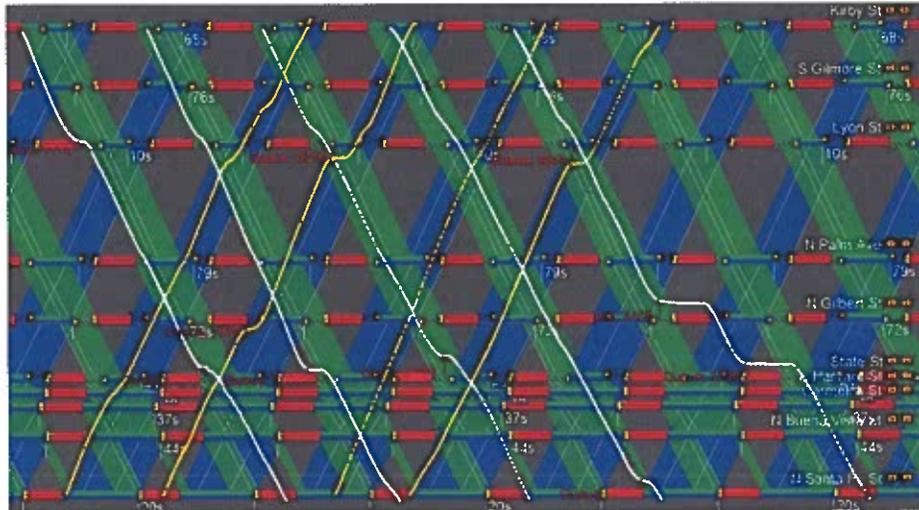


Figure 1: Synchroized GPS Travel Runs with the Time-Space Diagram in TranSync (*red-circled intersection was in transition)

3.2 Conduct Before Travel Time Runs

Travel time runs will be conducted for the before case using TranSync-M during the coordination time periods. TranSync-M is able to record synchronized GPS trajectories and videos for easy visualization of timing accuracy and quality of progression (See Figure 2 below). A minimum of five runs will be collected during each time period.

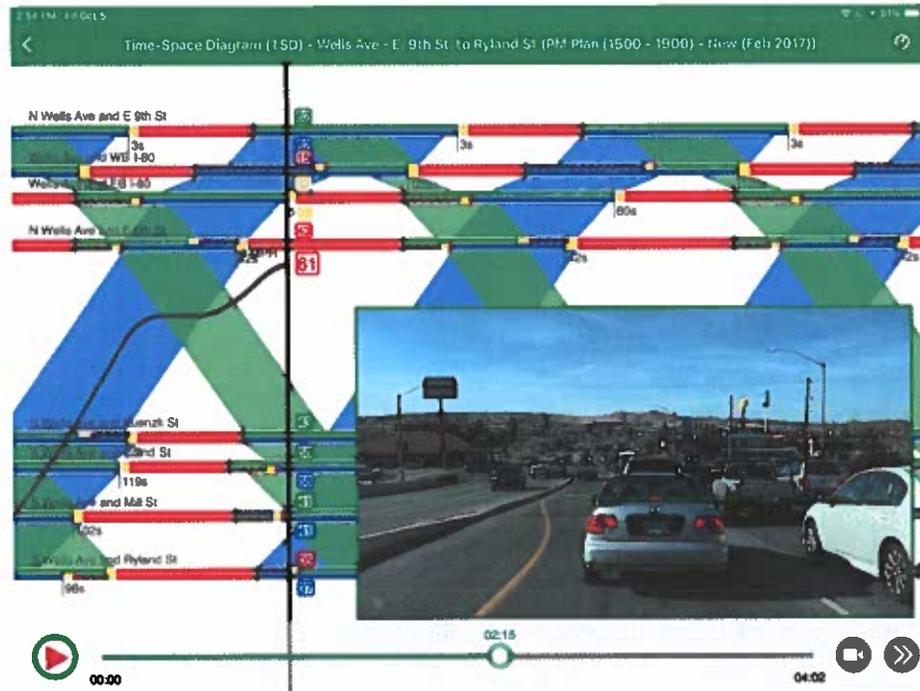


Figure 2. A snapshot of TranSync-M for field timing diagnosis and evaluation



3.3 Develop New Timing Plans

Before developing the new coordination plans, the existing yellow, red clearance, and pedestrian timing parameters need to be examined to ensure compliance with the latest national and local guidelines. Recommended changes will be provided where necessary.

New coordination timing plans will be developed by primarily using the TranSync software package. However, if desired by the client, the team will also provide a Synchro model for further validation and comparison purposes. Our approach to developing signal timing plans is to use the shortest possible cycle length, usually constrained by both pedestrian crossing times and traffic demand levels. Longer cycle length is necessary under high traffic demands. The team will first evaluate the existing cycle and traffic conditions to assess if a new cycle length is necessary. A “No-Harm” approach will be used to make sure that any new plans will not generate a significantly negative impact on the existing conditions, which will be improved gradually.

It is anticipated that a minimum of three timing plans need to be developed and implemented: AM, Midday, and PM for both Weekday and Weekend. Based on the 24-hr traffic volume profile, the team will also recommend the time of day when each timing plan should start and end.

The team will present the new timing plans to the City and County staff, and any necessary revisions will be made before field implementation.

3.4 Timing Plan Implementation

The team will provide the new timing plans in a format that can be easily programmed by the County or City staff. These parameters usually include phase numbers, min green, passage time, yellow, red clearance, WALK, FDW, cycle length, offset, coordinated phase(s), and phasing sequence code.

Once the new timing plans are programmed into the controllers, the team will be observing the traffic operations in the field. The first focus should be on phase splits to ensure adequacy for handling the traffic demand. The second focus would be on verifying the accuracy of phasing sequence and offsets using TranSync-M. Any timing plan without a field verification would not achieve the expected efficiency. It is very common that mistakes are made while inputting the timing parameters into the controllers. These errors must be quickly identified and corrected before initiating any formal travel time runs.

3.5 Conduct Before after Performance Evaluations

After the new timing plans are implemented and field verified, new travel time runs will be conducted using TranSync-M. A minimum of five runs will be conducted for each timing plan. These five runs need to cover different part of the main street phase (e.g., three within a platoon, one after the platoon, and one at the end of the phase), providing a good coverage of the travel run samples. We will provide a comprehensive evaluation report, documenting the improvement on travel time and speed, as well as items necessary for estimating the benefit/cost ratio of the entire project.

3.6 Timing Plan Maintenance and Supply of the TranSync Software

The UNR team will provide one-year free maintenance of the new timing plans. The team will address any citizen complaints caused by the new timing plans and make any necessary changes requested by the City. Additionally, we can supply one free TranSync license for City or County staff to field verify any coordination timing plans.



Task 4 Construction Support

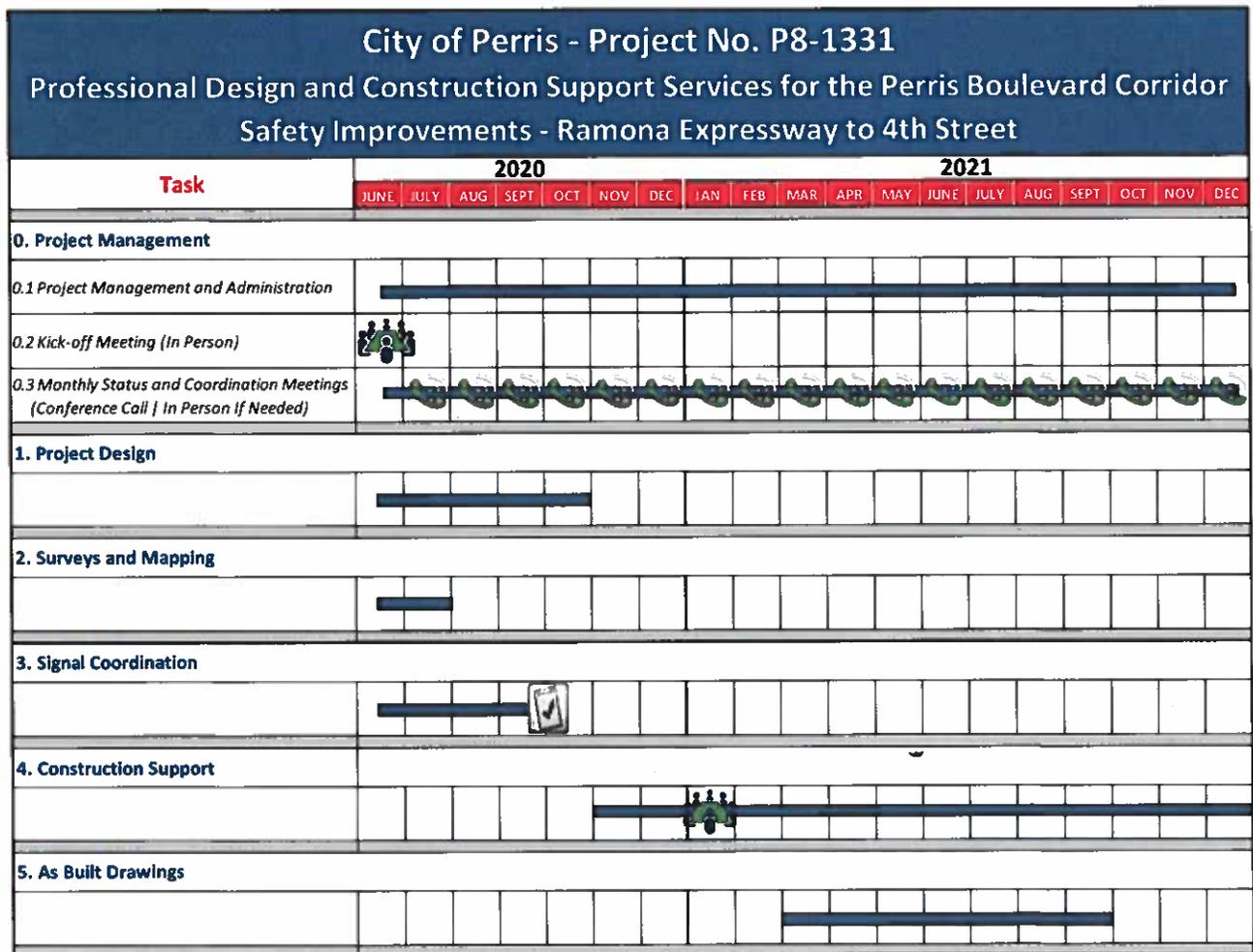
The City of Perris Engineering Department will serve as the contract manager for the construction phase of the project. VRPA and QIC staff will provide design support during the construction phase up to a maximum of 24 hours of time. Based on our experience with similar projects, this will provide for adequate assistance to the City to answer the contractor’s questions and deal with any unexpected issues. If additional construction support is needed related to any errors in the design VRPA will provide this assistance at no expense to the City. If additional construction support is needed for other issues, VRPA will work with the City to provide a separate scope of work and fee.

Task 5 As Built Drawings

During the construction phase of the project, VRPA and QIC staff will prepare as-built drawings utilizing red-line mark-ups provided by the contractor or city staff.

Detailed Project Schedule

Figure 2 shows the proposed project schedule. This proposal assumes that the project will start after completion of the PE phase by the City of Perris.



LEGEND:

- Work Activity
- In-Person Meetings
- Status Coordination Meetings/Calls
- Final Report



Conflict of Interest Statement

VRPA Technologies provides transportation planning and engineering consulting services to state agencies, regional and local governments, and private clients. We offer these services to clients within the SACOG region, throughout the State of California, and in other states. Our current projects do not include any work that would present an apparent conflict of interest with the SB 743 Implementation Tools project. If the potential for an apparent conflict of interest were to arise during the course of the project, VRPA would discuss the situation immediately with SACOG staff. VRPA would not accept any new clients during the course of the SB 743 Implementation Tools project that would represent a conflict of interest.

Subconsultants UNR and QIC identified above have noted that they have no financial, business, or other relationship with the City of Perris that may have an impact upon the outcome of the contract or construction project. Neither firm has current clients with a financial interest in the outcome of this contract or the construction project that will follow. Neither firm has any financial interest or relationship with any construction company that may submit a bid for the construction project.

Litigation

VRPA Technologies has not been involved in any litigation in connection to prior projects.

Cost Proposal

As noted in the RFP, VRPA Technologies' cost proposal has been submitted in a separate sealed envelope.



Appendix

VRPA Team Key Staff Resumes



Georgiena M. Vivian

President

Professional Summary

Georgiena Vivian, President founded VRPA Technologies in 1988. Prior to founding VRPA, Ms. Vivian was employed by Fresno Council of Governments (Fresno COG) between 1978 and 1988. While with Fresno COG, Ms. Vivian was responsible for regional planning programs and studies. With over 46 years of experience in transportation planning and financing, congestion management, traffic engineering, transportation demand management and transportation systems management (TDM/TSM) activities, intelligent transportation systems (ITS) planning, sustainable communities planning, environmental planning, air quality, climate change, noise analysis and extensive public outreach. Ms. Vivian's experience also includes the preparation of regional and local transportation plans including Congestion Management Programs, County Blueprint Programs, local and regional land use and transportation Smart Growth studies, and associated outreach programs. In addition, Ms. Vivian has prepared numerous engineering, planning and outreach programs for regional planning projects.

Project Experience

- **March Joint Powers Authority Traffic Impact Study Guidelines:** prepared detailed traffic impact study guidelines to guide transportation engineers and planners for traffic impact studies for land development projects within March JPA's jurisdiction.
- **Peach Avenue Road Widening Between Hamilton Avenue and Jensen Avenue:** responsible for the development of the Traffic Technical Report for the proposed street improvements; provided traffic signal design services for three intersections that included: one (1) new traffic signal and two (2) traffic signal modifications; the ultimate Project will widen Peach Avenue from two lanes to a divided four-lane arterial with median landscaping, protected left turn lanes, bike lanes, curb and gutter, sidewalk, landscaping and irrigation, streetlights, modifications of existing traffic signal facilities, ITS facilities, irrigation canal bridge widening, and upgrade of an existing railroad crossing
- **47th Street and Market Street Traffic Signal Improvement Plans:** responsible for the preparation of signal modification design plans consistent with the City of San Diego design standards for the intersection of 47th Street and Market Street; plans included proposed traffic signal pole, pull box, and traffic signal equipment location; proposed Signal Phasing with PED phases and Emergency Vehicle Preemption (EVP); equipment Schedule with pole type; mast arm length, signal mounting, luminaire wattage, etc.; conduit and conductor schedule; controller specifications and location; and general and construction notes specific to the intersection.
- **Friant Road at Shepherd Avenue Traffic Signal Modification Design Plan:** responsible for preparing signal modification design plans for the intersection of Friant Road and Shepherd Avenue; plans were prepared consistent with City of Fresno standards; plans included proposed Signal Phasing with PED phases and Emergency Vehicle Preemption (EVP), traffic signal synchronization and interconnect consistent with the City of Fresno's applicable ITS standards and specification as well as general and construction notes specific to the intersection.
- **City of Fresno, Fresno 40 Traffic Signal Design:** Provided traffic signal design services for four intersections that included two new traffic signals and two traffic signal modifications in the City of Fresno. Signal improvements were a condition of approval for the Fresno 40 Mixed-Use Development Project.

- **Murrieta General Plan Update SB 743 Analysis:** Working as a subconsultant to Rick Engineering, prepared SB 743 analysis for an update of the City's General Plan. This included the development of guidelines for the implementation of SB 743 and preparation of VMT analysis for the Environmental Impact Report provided for the General Plan.
- **Hillery Drive Improvements:** responsible for the preparation of signal modification design plans, street lighting plan and lighted crosswalk plan for the intersection of Hillery Drive and Black Mountain Road; plans included all existing and proposed pavement striping; any necessary ADA modifications to existing ramps (if applicable) and new ramps; recommendation of the use of existing poles located at the intersection; proposed traffic signal pole, pull box, and traffic signal equipment location; proposed Signal Phasing with PED phases and Emergency Vehicle Preemption (EVP); equipment Schedule with pole type; mast arm length, signal mounting, luminaire wattage, etc.; conduit and conductor schedule; controller specifications and location; and general and construction notes specific to the intersection.
- **Demaree/Mill Creek Traffic Signal and Interconnect Design:** As a subconsultant to Quad Knopf, VRPA assisted with traffic signal design services at the project intersection including pavement marking design and design of the traffic signal interconnect.
- **University Corridor Bus Rapid Transit:** Working as a subconsultant to IBI, VRPA provided data collection efforts to support the installation of transit signal priority and other traffic signal timing improvements.
- **City of Fresno, Southern Blackstone Avenue Smart Mobility Plan, Fresno, CA** The Smart Mobility Plan will provide a complete street environment that will emphasize all modes of travel and facilitate use of the recently implemented bus rapid transit (BRT) route; as a subconsultant to Community Design + Architecture, completed bicycle and pedestrian data collection, corridor and access analysis, and identification of multimodal transportation improvements; assisted with community outreach activities during Plan development.
- **Riverside County Transportation Commission, Long-Range Transportation Plan:** analyzing Riverside County's transportation needs in order to prepare the County's first Long Range Transportation Plan; the Plan will build on local jurisdictions transportation planning efforts; work activities will include the preparation of an Existing and Future Conditions memo, and Issues and Strategies memo, project prioritization listing and coordination of an Advisory Committee
- **Fresno County Regional Long-Range Transit Plan:** VRPA is leading the development of the first Fresno County Regional Long-Range Transit Plan (LRTP). The LRTP will guide transit and multimodal investments and services in the Fresno region through the year 2050. VRPA and its partners are developing the LRTP in line with state and federal transportation goals, guidance and funding programs. The LRTP will integrate appropriate and effective public transportation planning and projects into the fabric of the region's overall circulation networks and systems.
- **City of Visalia Long Range Transit Plan:** Assisted with the assessment of transit markets by developing appropriate GIS mapping displaying existing and future population and employment estimates as well as existing transit routes, GIS analysis to determine portion of population and employment service by existing transit routes, meetings with City Transit Advisory Committee and key agency stakeholders.
- **Kings County, Smart Growth State Route 41 Corridor Improvement Plan:** responsible for the development of a Traffic Technical Report for the section of the State Route 41 corridor located in the unincorporated community of Kettleman City, identified impacts to the roadway network by evaluating corridor deficiencies, identifying alternatives, and prioritizing proposed solutions based on a logical evaluation process; the prepared study was a comprehensive planning level document.

- **Kings County, Interstate 5/State Route 41 Interchange Area Circulation Study:** prepared a Traffic Impact Study to analyze traffic conditions related to future commercial development in the Kettleman City area; identified impacts to the roadway network and needed improvements based on potential build out, prepared a phased analysis to determine the impacts and mitigation needed at various levels of development to aid the County with its project review process; the prepared study was a comprehensive planning level document.
- **State Route 198 Corridor Preservation and Improvement Strategic Plan:** As a subconsultant to Hatch Mott MacDonald, VRPA is responsible for completing traffic operations analysis and an evaluation of goods movement along the corridor; VRPA will be reviewing existing traffic and performance data as well as developing new data; new data will be developed through collection of traffic counts; traffic accident data, and accident index allowing for the rating and comparison of different segments of the corridor; responsible for the evaluation of goods movement and potential benefits capacity and safety improvements may have on goods movement; will assist with development and performance measures, listing of potential projects and preparations of draft and final plans and associated public meetings to present the plan.
- **Old Fig Garden Transportation and Land Use Study:** Defined appropriate transitions from the established residential neighborhoods to adjacent City and State transportation corridors; developed transportation and outreach components including traffic calming, safe routes to school, bike and walking trail planning, and traffic issues associated with Christmas Tree Lane; completed existing and future year traffic analysis, Christmas Tree Lane attendee survey; stakeholder interviews; and initial outreach workshop.

Professional Qualifications

Education

- California State University, Fresno 1976-1978, Master's Program – Urban and Regional Planning
- California State University, Fresno 1972-1976 (Fall), Bachelor of Arts – Special Major, Urban and Regional Planning

Professional Affiliations

- Institute of Transportation Engineers (ITE), Member, 1992-2015; ITE Council on ITS, 1992-2000, ITE Council of Transportation Planning, 1993-2000
- Chairperson, SJVUAPCD TCM Development Committee, 1989-1992
- Co-manager of the San Joaquin Valley Transportation Control Measure (TCM) Implementation, Monitoring, and Enforcement Program, 1992-1994, Member of the TCM Working Group, 1993-1994, both representing TCAG/TPA
- Chairperson, Statewide MINUTP Traffic Model Users' Group, 1988-1999
- Chairperson/Member - Southwest Region Transportation Model Users' Group (SRTMUG), 1990-2015
- Member – Women In Transportation – 1998-2005



Erik O. Ruehr, P.E.
Director of Traffic Engineering

Professional Summary

Erik Ruehr, Director of Traffic Engineering with VRPA Technologies, Inc., has over thirty years of experience in traffic engineering and transportation planning. Prior to joining VRPA, Mr. Ruehr worked with JHK & Associates, BRW, and the Toledo Metropolitan Area Council of Governments. Mr. Ruehr's experience covers a broad range of traffic engineering and transportation planning specialties. He has extensive experience in the preparation of traffic forecasts for regional transportation plans, corridor studies, and traffic impact analyses and has applied traffic forecasts in a variety of planning, operational, and design projects. Mr. Ruehr's traffic engineering experience includes Intelligent Transportation Systems, traffic signal systems, traffic engineering design, traffic signal timing, and parking. He is a registered as a Civil Engineer and Traffic Engineer in California and as a Professional Engineer in Washington, Oregon, Minnesota, and Florida. Mr. Ruehr has served with the Transportation Research Board's Highway Capacity Committee and has contributed to the 2000 and 2010 versions of the Highway Capacity Manual. Currently, Mr. Ruehr is leading the Institute of the Transportation Engineers (ITE) as the Chair of the California SB 743 Task Force. Under Mr. Ruehr's leadership, the statewide task force is to keep California ITE member informed of the SB 743 legislation and to work with the California Governor's Office of Planning and Research (OPR) to create effective SB 743 guidelines that will support the goals of SB 743 while making the most efficient use of available tools and resources. As current chair of the SB 743 Task Force, Mr. Ruehr is responsible for leading a diverse group of transportation engineers and planners in preparing revised Transportation Impact Study Guidelines for the San Diego Regional to incorporate changes to be implemented by SB 743. The group includes members from the San Diego Association of Governments, Caltrans, San Diego County, the Cities of San Diego, San Marcos, and Santee as well as local consultants and outside stakeholders.

Project Experience

- **March Joint Powers Authority Traffic Impact Study Guidelines:** prepared detailed traffic impact study guidelines to guide transportation engineers and planners for traffic impact studies for land development projects within March JPA's jurisdiction.
- **University Corridor Bus Rapid Transit:** Working as a subconsultant to IBI, VRPA provided data collection efforts to support the installation of transit signal priority and other traffic signal timing improvements.
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pole, pull box, and traffic signal equipment location; proposed Signal Phasing with PED phases and Emergency Vehicle Preemption (EVP); equipment Schedule with pole type; mast arm length, signal mounting, luminaire wattage, etc.; conduit and conductor schedule; controller specifications and location; and general and construction notes specific to the intersection.

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- **San Diego Association of Governments, Mira Mesa Boulevard Bus Rapid Transit Study, Mira Mesa, CA:** Working as a sub to AECOM, developed traffic engineering improvements, assisted in the identification of roadway widening improvements, and provided benefit analysis (in terms of increased bus travel speeds) for all improvements; recommendations included a combination of roadway widening, exclusive bus lanes, and bus queue jump signal timing.
- **Murrieta General Plan Update SB 743 Analysis:** Working as a subconsultant to Rick Engineering, prepared SB 743 analysis for an update of the City's General Plan. This included the development of guidelines for the implementation of SB 743 and preparation of VMT analysis for the Environmental Impact Report provided for the General Plan.
- **Riverside County Transportation Commission, Long-Range Transportation Plan:** analyzing Riverside County's transportation needs in order to prepare the County's first Long Range Transportation Plan; the Plan will build on local jurisdictions transportation planning efforts; work activities will include the preparation of an Existing and Future Conditions memo, and Issues and Strategies memo, project prioritization listing and coordination of an Advisory Committee
- **Fresno Council of Governments Regional Transportation Plan (RTP), Measure C Sales Tax Measure Plan, and Associated RTP/SCS and Measure C Expenditure Plan Environmental Impact Reports (EIRs):** Assisted and/or led development of the 1978 through 2014 RTPs and associated EIR documents; developed the 2018 Supplemental EIR; developed the 2006 Measure C Expenditure Plan and EIR, as well as Measure C Handbooks and the Implementation Plan. Documents prepared conformed to regional State and federal transportation, air quality requirements; SCS, and CEQA requirements/guidance. Led development of prioritization criteria

and methodologies for all modes of transportation and led or assisted with the public involvement process and Steering Committee meetings.

- **Old Fig Garden Transportation and Land Use Study:** Defined appropriate transitions from the established residential neighborhoods to adjacent City and State transportation corridors; developed transportation and outreach components including traffic calming, safe routes to school, bike and walking trail planning, and traffic issues associated with Christmas Tree Lane; completed existing and future year traffic analysis, Christmas Tree Lane attendee survey; stakeholder interviews; and initial outreach workshop.
- **Kings County Association of Governments, State Route 198 Corridor Preservation and Improvement Strategic Plan, Fresno, Kings, and Tulare Counties, CA:** As a subconsultant to Hatch Mott MacDonald, VRPA was responsible for completing traffic operations analysis and an evaluation of goods movement along the corridor; reviewed existing traffic and performance data as well as developed new data; new data was developed through collection of traffic counts; traffic accident data, and accident index allowing for the rating and comparison of different segments of the corridor; responsible for the evaluation of goods movement and potential benefits capacity and safety improvements may have on goods movement; assisted with development and performance measures, listing of potential projects and preparations of draft and final plans and associated public meetings to present the plan.

Professional Qualifications

Education

- University of Michigan, Ann Arbor 1980-1981, Master of Science in Engineering (Civil Engineering)
- University of Michigan, Ann Arbor 1976-1979, Bachelor of Science in Engineering (Civil Engineering)

Registration

- California, Civil Engineer, 1983
- California, Traffic Engineer, 1986
- Institute of Transportation Engineers, Professional Traffic Operations Engineer, 2007

Professional Affiliations

- Institute of Transportation Engineers (ITE), Fellow 2007-2011; Member 1992-2007; Associate Member 1981-1992; Student Member 1979-1981; President, California Border Section, 1999-2000;
- ITE Western District Chair of California Senate Bill (SB) 743 Task Force
- Technical Program Chair, ITE District 4 Annual Meeting, Minneapolis, 1990
- Local Arrangements Committee, ITE District 6 Annual Meeting, San Diego, 2000



Jeffrey W. Stine

Senior Transportation Planner

Professional Summary

Jeff Stine's experience spans 20 years and includes transportation planning and traffic engineering, environmental analysis, Intelligent Transportation Systems (ITS), project outreach support, technical traffic engineering support, and internet web site development. He has conducted auto and truck origin-destination surveys for Yuma Metropolitan Planning Organization (YMPO), Flagstaff Metropolitan Planning Organization (FMPO) and Southern California Association of Governments (SCAG) and provided outreach support for each of those challenging efforts. At present, he is involved in the Mid County Parkway Traffic Technical Report for Riverside County Transportation Commission (RCTC) and SR-11/Otay Mesa East Land Port of Entry for Caltrans. Both of these projects involve coordination with stakeholders. Other related experience includes: outreach and technical support with various Regional Transportation Plans (RTPs) and associated Environmental Impact Reports (EIRs) for Fresno, Madera, Tulare and Kern Counties, review of Traffic Impact Assessment's (TIAs) for March JPA and the City of Perris, CA, outreach and technical engineering services for the City of Perris General Plan Circulation Element and the Riverside County Congestion Management Program (CMP), and graphic development involving environmental and transportation issues for the East-West Corridor in Fresno and Madera Counties.

Project Experience

- **March Joint Powers Authority On-Call Traffic Engineering:** Since 2006, VRPA has been providing on-call traffic engineering services for March Joint Powers Authority; key tasks to date include the review of several major traffic impact analyses, development of traffic impact study guidelines, and review of proposed roadway signing and striping plans.
- **City of Oceanside Thoroughfare and Traffic Signal Fee Program:** prepared a traffic impact fee study to update the City's Thoroughfare and Traffic Signal Fee Program; key issues evaluated included pass-by trips and an equitable distribution of fees between commercial and residential developments; used San Diego Association of Governments Series 13 land use projections as the basis of future land use forecasts along with the City's Circulation Element as the basis for needed roadway improvements; potential roadway improvements were field reviewed and recommendations included issues of feasibility and priority; the study's final report included documentation of relevant state laws as well as comparisons to previous City fee programs and neighboring jurisdictions fee programs.
- **Riverside County Transportation Commission, County of Riverside Congestion Management Program, Riverside County, CA:** led development of the first Riverside County Congestion Management Program in accordance with California CMP legislation in 1991 and all subsequent required CMP updates between 1991 and 2015; responsible for review of local models to determine consistency with the Southern California Association of Governments' (SCAG) Inland Empire Subregional Model; prepared an extensive training program and Development Review Handbook; responsible for CMP implementation, review of land use development proposals and development of a regional monitoring program; implemented an enhanced monitoring system for traffic data through the installation of Smart Call Boxes and the use of Caltrans PeMS data.
- **Riverside County Transportation Commission, Long-Range Transportation Plan, Riverside County, CA:** analyzing Riverside County's transportation needs in order to prepare the County's first Long Range Transportation Plan; the Plan will build on local jurisdictions transportation planning efforts; work activities will

include the preparation of an Existing and Future Conditions memo, and Issues and Strategies memo, project prioritization listing and coordination of an Advisory Committee

- **Mira Mesa Boulevard Bus Rapid Transit Study:** Working as a sub to AECOM, developed traffic engineering improvements, assisted in the identification of roadway widening improvements, and provided benefit analysis (in terms of increased bus travel speeds) for all improvements; recommendations included a combination of roadway widening, exclusive bus lanes, and bus queue jump signal timing.
- **Riverside County Transportation Commission, Mid County Parkway, Riverside County, CA:** assisted with traffic analysis, including the incorporation and update of local jurisdiction socioeconomic data and road networks for the travel demand modeling and traffic analysis for seven alternatives; utilized the SCAG Regional Transportation Model and the Riverside Traffic Analysis Model (RivTAM); and led efforts to compare and analyze the existing 2030 socioeconomic files against City General Plans and new development projects.
- **San Diego Bay Crossing:** Working as a sub to EDAW, Inc., conducted traffic and parking analysis related to the installation of an underground utility crossing of the San Diego Bay; addressed traffic and parking impacts in the Seaport Village area of downtown as well as First Street and B Avenue in Coronado; successfully coordinated with multiple agencies including the cities of San Diego, Coronado, the Port District, San Diego Gas & Electric, and EDAW
- **Robertson Ranch Traffic Impact Analysis:** conducted a peer review of a traffic impact analysis for a large mixed-used development; ensured traffic impact analysis met City, regional and State standards for traffic studies; key issues included use of San Diego Association of Government's new North County Combined traffic model, congestion management analysis, future intersection mitigation analysis, and analysis of project impacts on freeway ramp meters; worked with BRG, Inc., the planning consultant preparing the City's Environmental Impact Report for the project, to ensure that the traffic impact analysis met the requirements of the California Environmental Quality Act.
- **Port of San Diego Palm Street Public Parking and Intermodal Facility:** as a subconsultant to AECOM, completed transportation and parking analysis for a public parking facility for airport and port-related uses including provisions for a bus shuttle; key issues included coordination with local land use and transportation plans, the relocation of the San Diego airport's rental car facility, and plans for a proposed terminal facility and rail station to serve the airport.
- **Los Colinas Detention Facility Traffic Impact Study:** as a subconsultant to Dudek, prepared traffic and transportation analysis for the Environmental Impact Report related to the expansion of the Las Colinas Detention Facility; key issues included trip generation, traffic impacts due to the blockage of the planned extension of Cottonwood Avenue, and development of traffic mitigation measures; successfully coordinated the highly controversial project and prepared an environmental document and traffic impact analysis that was able to withstand legal challenges.

Professional Qualifications

Education

- Miramar College, Association of Arts: Business Administration



Jason Ellard

Transportation Engineer

Professional Summary

Jason Ellard, Transportation Engineer has has over fifteen (15) years of traffic engineering/design experience. Mr. Ellard has completed several traffic signal design plans, including new traffic signal design plans and traffic signal modification design plans. Mr. Ellard has completed work on the City of Visalia Demaree Street/Mill Creek Drive Traffic Signal Interconnect Project as well as projects for the City of Fresno including the Intelligent Transportation Systems (ITS) design for the Loop Project, the Intelligent Transportation Systems (ITS) design for the Fresno 40 Project, the Fresno 40 Traffic Signal Design Project, and the Shepherd at Maple Avenues Signal Design Project. Mr. Ellard utilized the Synchro 7 model for signal and interconnect design projects in the City of Fresno. Mr. Ellard also specializes in traffic impact and circulation assessments and has completed numerous impact assessments in the cities of Fresno, Madera, Bakersfield, Shafter, and Indian Wells, and Fresno, Tulare, Madera, Riverside, San Joaquin, and Kern Counties. Mr. Ellard was instrumental in the completion of the traffic study for Fresno Council of Government's Golden State Corridor Economic Development Infrastructure Improvements Project. Mr. Ellard also completed the traffic study for the Fresno 40 Shopping Center Development located in the City of Fresno as well as the Vulcan Pink City HMA Plant Development. Mr. Ellard was also instrumental in the completion of the SR-198 Corridor Study, the City of Hanford Downtown East Precise Plan, and the first three (3) phases of the Peach Avenue Widening Project in the City of Fresno. Mr. Ellard is currently leading efforts to prepare traffic, air, and noise impact assessments throughout the San Joaquin Valley and in Riverside and San Diego Counties for new development and new transportation projects and studies. Mr. Ellard provided technical support for the Fresno Council of Governments 2018 Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) and the Madera County Transportation Commission 2018 RTP/SCS.

Project Experience

- **City of Fresno, Fresno 40 Traffic Signal Design:** Provided traffic signal design services for four intersections that included two new traffic signals and two traffic signal modifications in the City of Fresno. Signal improvements were a condition of approval for the Fresno 40 Mixed-Use Development Project.
- **Demaree/Mill Creek Traffic Signal and Interconnect Design:** As a subconsultant to Quad Knopf, VRPA assisted with traffic signal design services at the project intersection including pavement marking design and design of the traffic signal interconnect.
- **Friant Road at Shepherd Avenue Traffic Signal Modification Design Plan:** responsible for preparing signal modification design plans for the intersection of Friant Road and Shepherd Avenue; plans were prepared consistent with City of Fresno standards; plans included proposed Signal Phasing with PED phases and Emergency Vehicle Preemption (EVP), traffic signal synchronization and interconnect consistent with the City of Fresno's applicable ITS standards and specification as well as general and construction notes specific to the intersection.
- **Peach Avenue Road Widening Between Hamilton Avenue and Jensen Avenue:** responsible for the development of the Traffic Technical Report for the proposed street improvements; provided traffic signal design services for three intersections that included: one (1) new traffic signal and two (2) traffic signal

modifications; the ultimate Project will widen Peach Avenue from two lanes to a divided four-lane arterial with median landscaping, protected left turn lanes, bike lanes, curb and gutter, sidewalk, landscaping and irrigation, streetlights, modifications of existing traffic signal facilities, ITS facilities, irrigation canal bridge widening, and upgrade of an existing railroad crossing

- **Madera County Transportation Commission Regional Transportation Plans Environmental Impact Reports:** Developed Regional Transportation Plans (RTP) and associated Environmental Impact Reports (EIRs) for 2001 and 2011; developed the 2006 Measure Investment Plan EIR as well as the 2014 RTP Sustainable Communities Strategy (SCS) EIR; documents conform to CEQA, federal transportation, and air quality requirements; assisted with Public Involvement Process and Steering Committee meetings.
- **Fresno Council of Governments Regional Transportation Plans Environmental Impact Reports:** Developed 1978 through 1988 RTPs; developed Regional Transportation Plans (RTP) and associated Environmental Impact Reports (EIRs) for 1994 and 2004; developed the 2006 Measure "C" Extension Expenditure Plan EIR; developed the 2007 RTP EIR, the 2011 RTP Subsequent EIR as well as the 2014 RTP Sustainable Communities Strategy (SCS) EIR and the 2018 Supplemental EIR; documents conform to CEQA, federal transportation, and air quality requirements; assisted with Public Involvement Process and Steering Committee meetings.
- **Hanford Downtown East Precise Plan:** Assisted in the facilitation of a design charrette to present land use, bike and pedestrian facilities, traffic calming, and transit standard alternatives and accompanying streetscape design concepts; prepared traffic impact analysis supporting the preparation of the Hanford Precise Plan and the environmental impact report for the Plan; traffic impact analysis prepared to meet the requirements of the City of Hanford as well as the California Environmental Quality Act.
- **Old Fig Garden Transportation and Land Use Study:** Defined appropriate transitions from the established residential neighborhoods to adjacent City and State transportation corridors; developed transportation and outreach components including traffic calming, safe routes to school, bike and walking trail planning, and traffic issues associated with Christmas Tree Lane; completed existing and future year traffic analysis, Christmas Tree Lane attendee survey; stakeholder interviews; and initial outreach workshop.
- **Golden State Corridor Economic Development Infrastructure Improvements: Planning, Engineering, and Environmental Study:** Developed Preliminary Roadway Design Plans, Preliminary Intersection Design Plans, and Air Quality/Global Warming, Noise, and Traffic Impact Studies; prepared layout of proposed improvements along the corridor consistent with the visioning document; prepared proposed intersections design plans consistent with proposed improvements.
- **Traffic Impact Analyses, Various Agencies:** Mr. Ellard has assisted with the preparation of a large number of Traffic Impact Analyses for proposed residential, commercial, industrial, and recreational developments throughout California. Typical tasks included analysis of existing conditions, trip generation, trip distribution, analysis of future conditions, and recommendation of mitigation measures. The results have often been used in the preparation of Environmental Impact Reports. Typical clients have included public agencies and private developers.

Professional Qualifications

Education

- California State University, Fresno 2000-2005, Bachelor of Science in Engineering (Civil Engineering)

Professional Affiliations

- Institute of Transportation Engineers (ITE)
- American Society of Civil Engineers, Member 2003-2005
- National Society of Black Engineers, Vice President/Member, 2001-2005



Zong Tian, Ph.D., P.E.

1664 N Virginia Street, Reno, NV 89557, Tel: 775-443-6163

Dr. Zong Tian joined the University of Nevada Reno in 2004 and is currently a professor and director of the Center for Advanced Transportation Education and Research (CATER) at UNR. He is also the director of a USDOT University Transportation Center consortium that includes five universities in Nevada, Arizona, and New Mexico. He is currently serving as a senior advisor for Trans-Intelligence LLC who owns the state-of-the-art TranSync tool.

Dr. Tian is active in various professional organizations. Tian is a member of the Traffic Signal Systems Committee of TRB and has served as a member of Highway Capacity and Quality of Service Committee for 9 years. He serves as the Topic Area Manager (TAM) for Area C of the World Conference for Transport Research Society (WCTRS), overseeing four Special Interest Groups. He served as the paper review chair for the Highway Capacity and Quality of Service Committee of TRB. He is an associate editor of the journal of Case Studies on Transport Policy. His specialty area is in traffic signal systems and operations, highway capacity, and integrated freeway and arterial operations. Tian received the Young Consultant Award from ITE in 1997.

Dr. Tian is an internationally known expert in traffic signal control and operations. He has served as a PI on numerous research projects focusing on traffic signal control. He has a rich field experience in developing and implementing optimized signal timing plans. He led the development of the **TranSync** software, one of the most advanced signal timing software packages currently in the market, which is now being used by Caltrans, Nevada agencies, and Arizona (Tucson and Phoenix), as well as a number of cities across the nation. He is very familiar with various signal controllers and software, such as Caltrans 2070, 170, and NEMA controllers manufactured by all of the major vendors in the U.S. Over the past five years, he has done numerous signal timing case studies across the globe. His signal timing work in California includes Caltrans Districts 3,4,7,8,11,12; Cities of Santee, Corona, San Diego, and San Marcos.

Relevant Project Experience

June 2016, Caltrans District 8, Signal Retiming for Highway 74 in City of Hemet. This project involved field verification of the signal timing work completed by a consulting company, and fixed many errors with their implemented timing plans. The project involved 10 signals. The signal re-timing resulted in 20% reduction in travel time, which translated into about \$2.8 million savings in user costs each year.

Client Contact: Koon Tse, Electrical Engineer, Caltrans District 8, San Bernardino, 909-383-6476.

October 2018-Present, Regional Commission of Southern Nevada, Las Vegas, NV. Performance-Driven Signal Re-timing. Assisting RTC on identifying and ranking corridors where signal timing needs improvement based on an established performance matrix using trip data collected through GPS on probe vehicles.

Client Contact: Brian Hoeft, Director of FAST Center, 4615 W. Sunset Rd., Las Vegas, 702-901-8277.



July 2015-Present, Regional Transportation Commission of Northern Nevada, Reno, NV. Regional Signal Timing 5. This multi-year project is a collaboration between the RTC, City of Reno, City of Sparks, and the University of Nevada, Reno. UNR team is responsible for developing, implementing, and evaluating new timing plans using the state-of-art TranSync tool. The project involves retiming of about 350 signals.

Client Contact: Andrew Jayankura, Manager, Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, 775-348-0171.

2018-Present, City of Tucson, Performance Driven Arterial Improvements. Dr. Tian serves as a consultant on the University of Arizona team who works with the City of Tucson on developing arterial performance measures and improve arterial signal coordination. Each fiscal year will involve re-timing of two major corridors identified through the performance measures.

Client Contact: Yao-Jan Wu, Professor of Department of Civil Engineering, University of Arizona, 520-621-6570.

2015-2018, Other Caltrans Districts and Southern California Cities, Signal Timing Case Demos using TranSync. Dr. Tian conducted numerous presentations and case demos using signalized corridors in various Caltrans Districts and Southern California Cities, involving more than 10 corridors and about 60 signals: Caltrans Districts 7, 8, 11, 12; Cities of San Diego, Santee, San Marcos, and Corona

Years of Experience

- 30 years

Expertise

- Traffic signal system and operations
- Freeway ramp metering
- Integrated freeway/surface street system operations
- large-scale transportation network modeling.

Education

- Ph.D., Civil Engineering/Transportation Engineering, Zachry Department of Civil Engineering, Texas A&M, 2004
- M.S., Civil Engineering/Transportation Engineering, Dept. of Civil and Environmental Engineering, University of Idaho, 1996
- M.S., Railroad Engineering, Northern Jiaotong University, China, 1986
- B.S., Railroad Engineering, Northern Jiaotong University, China, 1983

Professional Registration

- P.E., Nevada (#17713), 2005
- P.E., Texas (#93878), 2004

Affiliations

- WCTRS, ITE, COTA, ITS-America, and TRB Members
-

Kirk Bradbury, P.E., QSD/QSP

Civil Project Manager

PROFESSIONAL EXPERTISE

*Project Management
Transportation Design*

EDUCATION

BS Civil Engineering, SDSU

EMPLOYMENT EXPERIENCE

*Caltrans District 11 (4 Years)
Heavy/Highway Contractor (2 Years)
Consulting Engineer (22 Years)*

YEARS OF EXPERIENCE

28 years



REGISTRATION

Registered Professional Engineer, Civil. California License No. C052099, Expires 12/31/20

Mr. Bradbury is an experienced Project Manager and Designer with more than 28 years of experience with the design and construction of local agency capital improvement projects. Mr. Bradbury has experience designing and managing roadway widenings, realignments, extensions, freeway interchange improvements, bicycle, trail, and pedestrian projects, including four years of experience with Caltrans District 11. Mr. Bradbury provides project design and leads quality control and approval processing of public works projects. He has served as Project Manager and Project Engineer on numerous trail, bicycle, pedestrian, and site development projects, and as Design Engineer and specifications writer for local roads, bridges, grade separations, highway overcrossings and interchanges. He is familiar with local, Caltrans, and national design standards, state funding requirements, water quality assessments and storm water BMP design.

RELATED EXPERIENCE

On-Call Environmental Planning and Architect and Engineering, San Diego Association of Governments, 2012 and 2017– Contract Manager providing engineering services for two on-call agreements to support the development and construction of various projects by SANDAG. The majority of work focuses on engineering services and environmental planning for local street improvements and infrastructure projects. QIC has executed fourteen task orders with SANDAG which include a variety of planning, final design, and program management tasks and responsibilities. Value: \$7 million. Contact: Susan Huntington, (619) 699-1900.

As-Needed Engineering Services, 2002, 2003, 2005 & 2007-2010, County of San Diego – Project Manager for over 40 task orders for the Department of Public Works consisting of feasibility studies, preliminary engineering and PS&E for transportation and drainage related projects. All task order schedules and budgets have been met and numerous individual projects have been constructed to date. Task Orders included preliminary engineering reports (PER's), hydrologic/hydraulic studies, third-party reviews, and the preparation of PS&E for retaining walls, road widenings, road extensions, bicycle facility improvements, storm drain systems, and flood protection for local projects. Value: \$18 million. Contact: Stephen Ron, (858) 694-2567.

Traffic Control for Otay 1st and 2nd Pipelines, City of San Diego – Task Manager providing traffic control design services for the City of San Diego Otay 1st and 2nd Pipelines project. Large diameter pipeline construction is proposed in the mid-City area on University Avenue, El Cajon Boulevard, Fairmount Avenue, and surrounding streets. Traffic control design plans were prepared that included field reviews to verify existing conditions, evaluation of contractor equipment requirements, and modification to traffic signals to facilitate efficient public travel. Traffic control proposed within state right-of-way was identified and planning with Caltrans Permits Branch was conducted. Value: \$250,000. Contact: Ulysses Fandino (GHD), (949) 585-5203

Encinitas Boulevard Retaining Wall and Pedestrian Improvements, City of Encinitas – Project Manager preparing plans, specifications, and estimate for public street and sidewalk improvements along Encinitas Boulevard and Balour Drive in the City of Encinitas. This state-funded Safe Routes to School project constructed new sidewalk, ADA curb ramps, a ten-foot high retaining wall, pavement delineation, and aesthetic treatments. Geotechnical studies were conducted and a retaining wall type selection process identified a cast-in-place concrete retaining wall with architectural treatment as the preferred wall type. Field surveys were conducted and right-of-way data was used to verify that no easements would be required. A utility base map was developed and meetings with utility representatives were conducted to identify conflicts. Value: \$450,000. Contact: Christy Villa, (858) 922-4652.

Rigel Street Bridge Replacement, City of San Diego – Project Manager for preliminary engineering and PS&E of a federally funded HBRR timber bridge replacement project. Bridge replacement consisted of constructing a three-span cast-in-place conventionally reinforced concrete slab bridge over Chollas Creek. The project included design of a new structure and roadway approach, drainage and hydraulic analysis, utility relocations, and Caltrans Local Assistance authorizations (E-76). Value: \$2 million. Contact: Nitsuh Aberra, (619) 236-6274.

SR-56 Bikepath Project Study Report, City of San Diego – Project Manager for a Project Study Report to develop two bicycle bridges and/or undercrossing across major arterial streets and three intermediate access points to encourage transit-friendly development. The existing bikepath was designed as a part of the SR-56 project, from I-15 to I-5, and the project improves the bikepath to make it more commuter friendly, reduce travel time and enhance safety by eliminating stops and signalized intersections. The project was designed to Caltrans Highway Design Manual standards for bicycle facilities. Value \$10 million. Contact: Jim Lundquist, (619) 236-6274.

Citracado Parkway Extension, Escondido, CA – Project Manager assisting to prepare plans, specifications, and estimate for the extension of Citracado Parkway by one-half mile on new alignment and the widening of one-half mile of existing roadway including Class II bike lanes and sidewalk facilities. The project includes a bridge crossing of Escondido Creek, innovative hydromodification management facilities, and extensive water conveyance pipelines. Planning for pedestrian improvements included developing preliminary plans for a multi-modal trail beneath the Escondido Creek bridge and conducting hydraulics studies to verify there would be no impacts to creek hydraulics. Value: \$17 million. Contact: Ed Domingue, (760) 839-4651.

Other project experience as a Project Manager and Project Engineer includes:

✓ Brawley TEA-21 Bicycle Path, PS&E	✓ Mission Trails Bike Path Study II
✓ Coastal Rail Trail, Carlsbad, PS&E	✓ National City Boulevard Bridge, PS&E
✓ Coastal Rail Trail, Encinitas, Preliminary Eng.	✓ Plaza Boulevard Widening, Preliminary Eng.
✓ Coastal Rail Trail, Oceanside, PS&E	✓ Poinsettia Lane Overhead Widening, PS&E
✓ Coastal Rail Trail, Oceanside, PS&E	✓ Rancho Santa Fe Road Widening, PS&E
✓ Coastal Rail Trail, Solana Beach, PS&E	✓ SR-11 and Otay Mesa East LPOE, PA/ED
✓ Ped Crossing at Ash Street, Preliminary Eng.	✓ SR-78/College Blvd Interchange, PS&E
✓ Inland Rail Trail, Escondido, PS&E	✓ SR-78/Nordahl Road Interchange, PA/ED
✓ Inland Rail Trail, San Marcos, PS&E	✓ SR-91/La Sierra Avenue Interchange, PS&E
✓ I-5 South Multimodal Corridor Study	✓ SR-118/Alamos Cyn Rd Interchange, PA/ED



VRPA TECHNOLOGIES, INC.



Proposal to provide Professional Design and
Construction Support Services for the
**Perris Boulevard Corridor Safety Improvements -
Ramona Expressway to 4th Street**
for the City of Perris





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Redefining Mobility



Cover Letter

May 10, 2019

Grace Alvarez
City of Perris Engineering Department
24 S. D Street, Suite 100
Perris, CA 92570

Reference: Professional Design and Construction Support Services for the Perris Boulevard Corridor Safety Improvement Project

Advanced Mobility Group (AMG) is pleased to submit our proposal to provide professional design and construction support services for the Perris Boulevard Corridor Safety Improvement Project from Ramona Expressway to 4th Street.

Our local communities rely on transportation/traffic engineering industry professionals to design safe, efficient roadway systems that are able to accommodate a rapidly growing population. Upholding your priorities of improving safety and air quality, reducing fuel consumption, maintaining the existing infrastructure, and enhancing roadway capacity, traffic flow, and mobility is a significant challenge, but one that you are proactively addressing. That's where we come in. AMG is a collective of 25 like-minded transportation professionals which was recently formed in response to the rapid technological evolution of transportation. Our group of industry leaders harness innovative transportation engineering technologies to "redefine mobility" and improve the quality of life in our communities. We have been integrating traffic signal control systems to improve safety and efficiency for over 25 years. We are able to provide expertise in traffic engineering, traffic signal system, signal timing, system integration, data analysis, and construction support for signal systems, and recommend operational improvements.

Our team of experts is tailored to your project. I, **Joy Bhattacharya**, PE, PTOE, will manage the project and I bring over 25 years of experience in Plans, Specifications and Estimates (PS&E) design, traffic operations, and Intelligent Transportation Systems (ITS) in California. I have been involved with traffic signal systems implementation, modification, and operational improvements of over 1,000 traffic signals in California. As part of the University California at Berkeley Tech Transfer program, I teach implementation of traffic signal coordination and traffic adaptive system, including the importance of identifying measures to improve traffic safety along corridors. I will be supported by **Shruti Shrivastava** who has extensive experience with implementation of traffic signal timing plans in California. She has hands on experience in working with all types of signal controllers and its algorithm.

Experience with Highway Safety Improvement Program (HSIP) grant funding projects administered by Caltrans. We have provided professional services for numerous projects funded by the HSIP grant and administered through Caltrans; most recently for the cities of Salinas, Alameda, Stockton, and Hayward. We are currently coordinating traffic signal systems along "A" Street in Hayward, Webster Street in Alameda, and Dougherty Road Dublin. We understand Caltrans Local Assistance program process and have been able to work on expedited schedules on such projects to meet the project deadlines. We have determined that the proposed project will be a Minor ITS project and we have prepared the System Engineering Review Form (SERF) for this project based on the Inland Empire Regional ITS Plan. The SERF is included in Appendix C of the proposal.

Innovative and Advanced Techniques. Our team has been involved with the early implementations of traffic responsive and traffic adaptive systems, since the beginning, when it was a new concept in



California. Our team members were the first to implement the Integrated Corridor Mobility (ICM) project in California, which not only involved responsive timing for arterials, but also adaptive ramp metering for the Interstate 80 (I-80) corridor. Over the years, our staff have developed strategic ways to develop, upgrade, and operate traffic signal systems. We are currently involved with multiple cities providing design/system management services for the implementation of Automated Traffic Signal Performance Monitoring System (ATSPM). Our technology focused services offer game-changing results, enabling our clients to work toward achieving the future mobility needs for their communities.

Financial responsibility. AMG has the financial size and insurance policies to meet the financial needs of this project. Our financial management system meets the standards for accounting principles, financial reporting, and record keeping as set forth in the FAR Title 49, CFR, Part 18.20. We are committed to ensure that we maintain a high standard financial accounting and reporting in line with local, state, and federal reporting requirements.

When you work with AMG, you work with people who really enjoy what they do. Each of us is skilled in traffic engineering, new technologies, implementation/integration, construction phases of the project, local assistance program, and conducting before and after studies. Our professionals enjoy what they do and assist communities in which we live, work, and play. We consider ourselves an extension of your staff in the field and in the office.

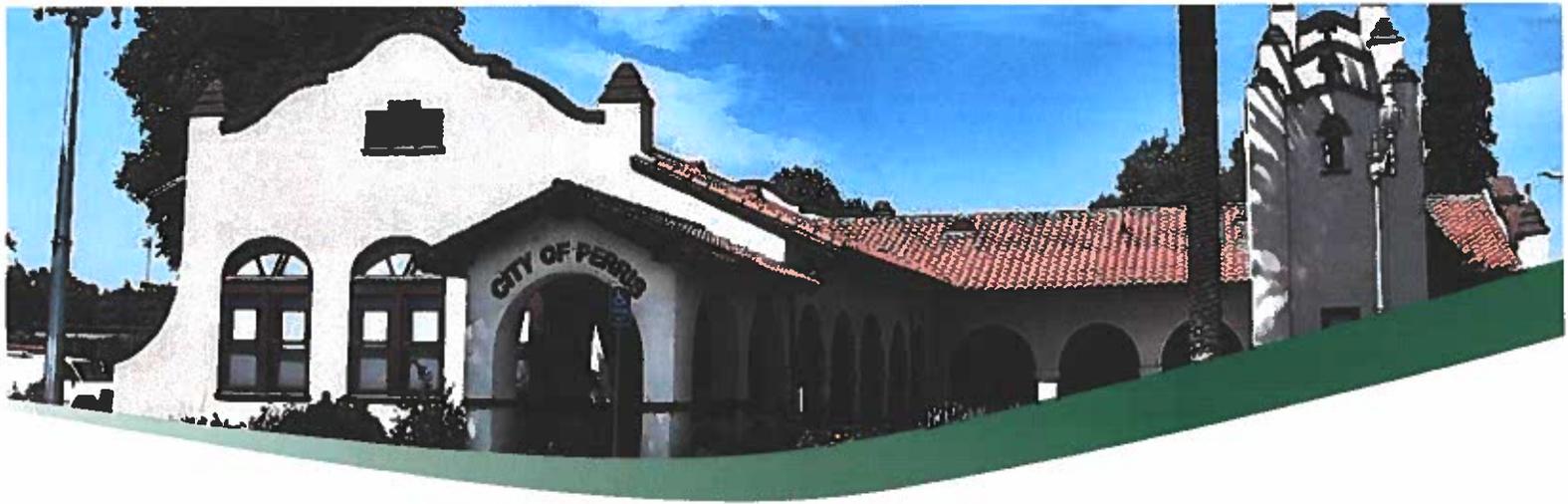
As Vice President of AMG's Innovative Transportation Solutions team, I am authorized to negotiate and contractually bind AMG. Should you have any questions or require additional information, please do not hesitate to contact me. We look forward to providing the City of Perris with excellent service related to this project.

The proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

Sincerely,

A handwritten signature in black ink that reads 'Joy Bhattacharya'.

Joy Bhattacharya, PE, PTOE
Vice President, Innovative Transportation Solutions
2999 Oak Rd., Suite 420, Walnut Creek, 94597
415.688.0024 | joy@amobility.com



Executive Summary

The City of Perris is seeking to improve mobility, safety, increase intersection efficiency, and reduce congestion at the intersections on Perris Boulevard between Ramona Expressway and 4th Street. City had initiated a Complete Streets Safety Assessment (CSSA) study through the UC Berkeley Technology Transfer Program in July 2018. As part of that assessment, Citywide Collision data (SWITR) was analyzed for Perris Boulevard between Ramona Expressway and 4th Street, which had a total of 154 collisions between 2015 and 2017, including 3 fatal accidents and 14 accidents involving pedestrians/Bicycles. Five intersections were analyzed under the CSSA; two of the five intersections comprise the Perris Blvd Corridor Safety Improvements - N Perris Blvd/Ramona Expwy and N Perris Blvd/Nuevo Rd. Perris Blvd and 4th St were added to the safety improvements due to the continuity of the corridor to Downtown Perris and since this intersection has highest concentration of pedestrian collisions (37% based on citywide data). The systematic improvements include proven safety countermeasures that will enhance safety across the Perris Blvd Corridor. This project involves preparing the Plan, Specifications, and Estimates (PS&E) for the improvements and to implement traffic signal coordination along the corridor.

In addition to the traffic signal coordination, the project would involve implementing Leading Pedestrian Intervals (LPI), review signal and pedestrian crossing timing, install audible detection for pedestrian crossings, install louvers/PV lights, upgrade ramps and median per American with Disabilities Act (ADA) requirements, and add 2nd signal head on mast arm, as needed.

Our team will provide the City of Perris with a PS&E package and assistance with construction support for the design and implementation of the corridor improvements. The work plan will consist of PS&E submittals at 50%, 95%, and 100% milestones before delivery of the Final PS&E. As part of the package, AMG will also provide signal timing sheets that would be implemented in the field to improve traffic coordination along the corridor and improve pedestrian/vehicular safety.

AMG is an innovative transportation engineering firm with transportation professionals that have extensive experience in traffic signal systems. The Walnut Creek office has full service traffic engineering and ITS capabilities. We have expertise in traffic signal design, signal coordination, lighting design, communication and fiber optic design, and Caltrans PS&E requirements. Should the contract be awarded to AMG, the firm will guarantee that staff is available to meet and conduct field work as needed for the project at no additional cost for travel to the city. AMG has successfully completed multiple projects in Southern California without having a physical office space within the vicinity of the project site. If needed, AMG will establish a temporary facility within the County of Riverside or surrounding area to complete the project.

We have provided a detailed work plan, approach and scope for your review as part of this proposal.

Qualifications & Experience

INTRODUCING ADVANCED MOBILITY GROUP

Advanced Mobility Group (AMG) is a California Corporation and certified Small Business Enterprise (SBE), established in 2018 to provide specialized innovative transportation services to our clients. Our group assists with disruptive technologies to empower the private and public sector in early adoption of advanced transportation solutions and intelligent infrastructure. Our senior consultants are thought-leaders in the industry, and have been leading with advanced technologies, connected and smart communities, Connected Autonomous Vehicles (CAV), ITS, and innovative application solutions within the transportation sector.

AMG is staffed by a 25-member team with offices located in Walnut Creek, Pleasant Hill, and San Francisco. Our engineering professionals serve public sector clients throughout California and have performed key work on projects across the nation.

Our team of transportation professionals offer a wide range of services that address clients' needs throughout the duration of a project's life cycle from planning to operations and maintenance – including permitting assistance, programming, public engagement, conceptual and final design, schedule analysis, technical services, procurement services, project delivery, construction support, dispute/claims resolution, systems integration, revenue generation, and ongoing infrastructure management.

SIMILAR PROJECTS

AMG staff has successfully completed multiple ITS projects with Federal funding and under the Caltrans Local Assistance Program. Below are the highlights of some of our similar projects.

City of Dublin On-Call Traffic Engineering and ITS Services | Dublin, CA

City of Dublin
Obaid Khan
925-833-6330
Contract amount: \$1M
Funding Source: Local

Joy Bhattacharya
415-688-0024
Date of Contract: 2015
Date of Completion: On-going



AMG staff are currently providing on-call traffic engineering and ITS services to the City of Dublin to:

- Monitor the status and effectiveness of the transit queue jumps along Dublin Blvd
- Check status and performance of the bicycle radar detection system
- Monitor, report and identify detection failures through the ATMS
- Assist with maintenance of the equipment by studying the equipment status through the ATMS
- Facilitate a potential flush plan through SynchroGreen and work with the City and Trafficware to determine a way to incorporate flush plans along the corridor
- Assist with the development of an information-based reporting tool to understand and document traffic signal operations and performance and the preparation of various grant applications for local and regional funding

AMG was involved in the deployment of the Adaptive Traffic Signal System for the Dublin Boulevard corridor. AMG evaluated the existing detection system and recommended upgrades and modifications needed for the implementation of the adaptive signal system along Dublin Boulevard. AMG staff evaluated adaptive signal control system focused on ITS-based strategies to improve arterial operations. Conducted extensive data collection and analysis of performance measures such as travel time, travel time reliability, vehicle hours traveled (VHT), VMT, minor street efficiency, smooth flow (or

Purdue Coordination Diagrams), fuel consumption, and GHG emissions. Performed Benefit/cost (B/C) analysis, taking into consideration system benefits, time spent during deployment/implementation phase, number of public complaints, and ongoing system O&M costs.

PS&E for SR238 Improvement Project | Hayward, CA

City of Hayward
Vasavi Pannala
510-583-4784
Contract amount: \$1M
Funding Source: LATIP

Joy Bhattacharya
415-688-0024
Date of Contract: 2009
Date of Completion: 2013



This award-winning project was designed to reduce congestion in downtown Hayward to accommodate current and projected future traffic demand in the corridor and improve accessibility to Cal State Hayward College and Moreau High School. AMG staff evaluated the future conditions and provided recommendations for lane configurations at the study intersections, roadway segments, conversion of two-way streets into one-way streets, and off-peak parking lanes along the corridor.

Joy provided services for the project which included:

- Developing the Advanced Traffic Management System (ATMS) requirements
- Preparing the Draft and Final Concept of Operations Report
- Analyzing the traffic detection and communication requirements
- Evaluating the adaptive control traffic signal systems
- Preparing the PS&E for traffic signal modifications, signing and striping, detection, and fiber optic/copper signal interconnect at 32 intersections

The design plans were completed on a fast-track schedule and the roadway improvements and signal modifications have been constructed.

Webster Street SMART Corridor Project | Alameda, CA

Alameda County
Former Project Manager
Virendra Patel
925-330-0141
Funding Source: Federal

Joy Bhattacharya
415-688-0024
Date of Contract: 2009
Date of Completion: 2015
Contract amount: \$397K



The primary goals of this project, administered by Alameda County Congestion Management Agency, are to address current traffic congestion, improve transit service, enhance emergency access, be proactive in planning for the future, provide better traveler information, and improve air quality through the reduction of vehicle emissions without widening roadways. The Webster Street SMART Corridor project will achieve these goals through implementation of advanced signal system technology and Intelligent Transportation Systems strategies.

AMG staff successfully completed all services shown below on-time and within budget.

- Development of a Transit Signal Priority System to reduce travel time along five AC Transit lines
 - Design of traffic signal coordination, new traffic signals, and signal modifications
 - Design and implementation of an Advance Vehicle Detection System to monitor traffic conditions along the corridor and alert the public of current travel conditions
-

- Design and implementation of a closed - circuit television camera system to assist with incident removal or equipment failures
- Implementation of an Advanced Traveler Information System to disseminate traveler information and implementation of an Incident Management System

Program for Arterial Systems Synchronization (PASS) Program

MTC	Joy Bhattacharya
Former Project Manager	415-688-0024
Lin Zhang	Date of Contract: 2011
510-673-9656	Date of Completion: 2018
Funding Source: Federal	Contract amount: \$250/year



The goal of the project is to conduct existing conditions assessment on the study arterials and to recommend optimized signal coordination plans to reduce traffic congestion, travel time, delay, emissions, and increase efficiency through the corridor as well as improve pedestrian, bicycle and vehicular safety. The project is also expected to update exiting signal timing parameters per current industry standards.

AMG’s assigned project manager provided traffic signal synchronizing services for various municipalities through MTC’s PASS program. The PASS project focuses on traffic signal timing updates for arterials that carry regional traffic, serve as transit corridors, traverse through multiple jurisdictions, and intersect freeway on ramps and off ramps. Coordination with Caltrans is a key element of this project. AMG staff has provided signal timing services for various Bay Area cities in 2011/2018.

Each project included data collection, field review, collision analysis, development of Synchro models, development of recommended signal coordination plans and optimization, implementation and fine-tuning of the timing plans, conducting of “Before” and “After” studies, and benefit-cost analysis. All projects were completed per contract deadlines.

Organization and Approach

PROJECT AND MANAGEMENT APPROACH

Project management and quality assurance is the key to the success of any project. AMG has been involved in multiple signal design projects over the past two decades and is well trained in understanding the critical elements of such assignments. The key to the project success is to have a hands-on management style, where the project manager is involved and aware of project detail. AMG has assigned Joy for this role, since he has managed similar assignments for the Cities of Alameda, Hayward, Pleasant Hill and Stockton. A detailed description of the project management tasks is included in the scope of work section of this proposal.

As an added value, AMG has prepared the System Engineering Review Form (SERF) for this project, which is included in Appendix C.

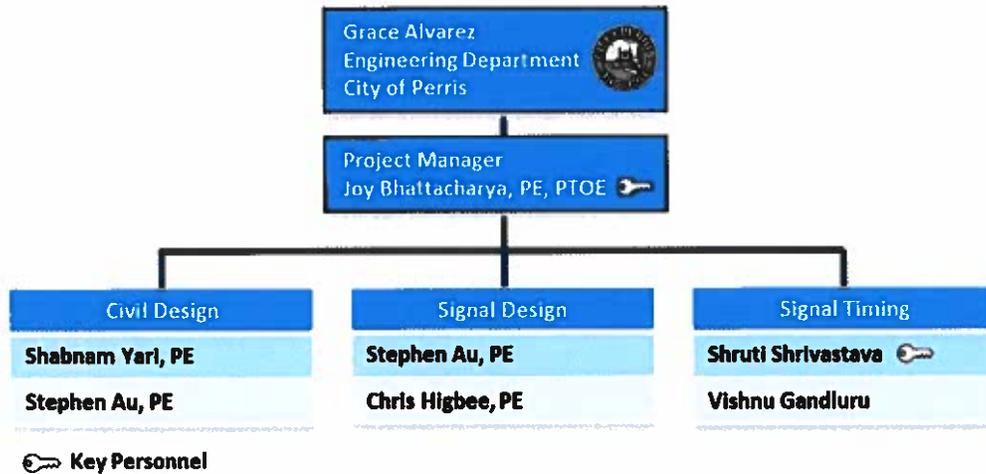
KEY PERSONNEL

Joy Bhattacharya, PE, PTOE, will be the Project Manager for this project. Joy has over 25 years of experience in PS&E design, traffic operations, ITS, and Adaptive Responsive Traffic Signal Systems in California. His experience includes Adaptive/Responsive Traffic Signal Systems and Transit Priority Systems; preparation of Incident Management Plans; design of fully automated Electronic Toll Collection systems; preparation of PS&E for field implementation of CCTV, Changeable Message Signs, Highway

Advisory Radio, Ramp Metering and Advanced Traffic Management Systems (ATMS) systems; and freeway and arterial operations using micro-simulation. Length of employment with AMG is 1 year.

Shruti Shrivastava will be the Traffic Signal Timing Lead for this project. Shruti has extensive experience in signal coordination, traffic control systems, traffic operational analysis, simulation and modeling. She's an expert in macro and microscopic traffic simulation software's and model development and application. Shruti has worked on numerous signal coordination projects throughout the San Francisco Bay Area including MTC's PASS Projects for 2013-2018. Length of employment with AMG is 1 year.

Full resumes of all staff shown in the organizational chart below are included in Appendix A.



Scope of Work

PROJECT UNDERSTANDING

The City of Perris is seeking to design and implement corridor wide safety improvements for Perris Boulevard between Ramona Expressway and 4th Street. The project includes upgrading intersections to provide signal coordination, design for needed upgrades to traffic systems, signal equipment and signal communication upgrades. The design also includes corner ramp modifications and median modifications to meet current ADA requirements.

Preliminary field review of the study intersections was conducted, and the following items were identified as the design elements for the project:

- 1 Minor modification to curb and gutter near few study intersections
- 2 Minor adjustments to sidewalk near few study intersections
- 3 Upgrade curb return ramps for ADA compliance at 2 locations
- 4 Upgrade median design to comply with ADA requirements at 10 locations
- 5 Design up-grade to audible pedestrian push buttons at 82 locations
- 6 Design installation of Traffic Signal Interconnect through radio communication for 17 intersections
- 7 Upgrade existing signal heads with louvers/PV heads at 3 intersections
- 8 Add 2nd signal head on mast arm per California Manual on Uniform Traffic Control Devices (CA MUTCD) standards at 33 locations

- 9 Design for the Improvement of signal hardware, including lenses, backplates, mounting etc.
- 10 Review/Optimize traffic signal timing for signal coordination and to provide pedestrian crossing time and LPI at 17 study intersections



TASK 1: PROJECT MANAGEMENT

AMG will provide project management services for each task for the duration of the project. Management activities will consist of administration, coordination, attending meetings, scheduling and quality control. AMG staff has been trained in an established Project Management (PM)

Framework, which identifies the critical tasks that will help the Project Team to manage risks and quality on a typical project. The project management plan is organized into the following main sections: Initiate, Plan, Execute, Monitor & Control, and Close-Out. This framework establishes the organization, management, and control of all aspects of a specific project throughout its duration, from initiation to final handover of deliverables.

Cost Control: AMG will prepare and submit monthly progress reports, updated Critical Path Method (CPM) schedules, and invoices in accordance with City requirements. Timely and proper invoicing enhances that ability of the AMG team and City of Perris to ensure cost control. AMG will implement Earned Value Tracking (EVT) for purposes of closely tracking our costs versus budget on the project. Control of project costs will be accomplished by monitoring on a task level basis. Monthly invoices will consist of a cover letter, and a monthly progress report, summarized at the major task level, providing budget, billed amount and balance, and Earned Value. Each invoice will contain a detailed cost report of all labor and expenses, produced by AMG's accounting system and receipts or other proof of expenditure for any other expenses.

Risk Management: A Risk Management Plan (RMP) will be prepared for the Project to address potential engineering design and environmental issues, such as delays to critical path studies or reviews and discovery of additional data needs or unforeseen site conditions. Typical components of a RMP include: (a) identification of project risks, (b) analysis of risks by probability of occurrence and impact to cost and schedule, (c) prioritization of risk, (d) development of risk response strategies, and (e) execution of the RMP by closely monitoring project progress. The Risk Management Plan will be reviewed, updated, and distributed on a quarterly basis, or as needed.

Quality Assurance / Quality Control: Quality control will play a major role in the successful completion of the project, with tasks delivered on time and on budget. AMG will implement and maintain quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones. Deliverables will be reviewed through a well-established and formalized process that AMG documents through a quality assurance plan and record keeping. Each deliverable is independently reviewed and documented by appropriate qualified individuals and/or teams. A log of all QA/QC measures taken during the course of the project, including any corrective actions taken, will be maintained by the Project Manager.

Deliverable: Monthly CPM schedule, agendas, meeting minutes, action items and meeting packages as required, invoice package including monthly progress reports, Risk Management Plan



TASK 2: BACKGROUND RESEARCH

Task 2.1: Field Review and Topographic Survey

AMG will receive all as-built drawings for the study intersections and review them in advance to identify items that needs to be field reviewed. AMG will work with City staff to conduct a thorough field review of the project site. During the field review, AMG and City staff will identify all specific improvements needed at each of the study intersection. Based on the improvements identified, AMG

would determine if a topographic survey is required for that intersection and if required which corners need to be surveyed. AMG will provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the require field work that meet or exceed Caltrans Specifications per the Caltrans Manuals.

AMG will perform detailed (non-aerial) design topographic field surveys of the corners of signaled intersections that would require ADA improvements or curb/gutter/sidewalk improvements. The survey limits will cover areas that would require civil design and improvements. Topographic survey would not be needed for all study intersections. The surveyed area will identify all visible utilities such as utility covers, lids, pull boxes, traffic poles, cabinets, signs, drain inlets, trees, light poles, wood poles, fences, manholes, monuments, and other visible features. For the ADA locations, the survey will include locating pavement, conforms, curbs, gutters, sidewalks, joints in concrete, grade breaks, depressions, boxes, signals, poles, signs, pedestrian button heights and striping. AMG will map all topographic information to include labeling 1' contours and 3D digital surface in an AutoCAD based drawing and will include imagery as a visual reference. AMG will set durable control points to be preserved for utilization of surveys and for future construction control. AMG will base its survey on approved City of Perris Horizontal and Vertical Datum.

If required AMG will obtain record copies from utility service districts and companies to locate existing electrical, gas, telephone, fiber optic, and cable television services. Utilities for sanitary and storm sewers, water mains, and fire hydrants will be researched, and "A" letters will be prepared as necessary.

AMG will prepare the base map from the as-built drawings provided for the intersections. The topographic survey information would be mapped over the as-built drawings to prepare the base map for all the study intersections.

Deliverable: AutoCAD base file and point files.



TASK 3: COORDINATION MEETINGS

AMG will coordinate with the City of Perris and County of Riverside Transportation Department throughout the entire design and construction phases. Preliminary site visits shall be part of the coordination efforts.

AMG will also attend one pre-construction meeting, attend one post-construction meeting after completion of construction, meet with City and County staff, as needed, during the design phase of the project to review the PS&E, attend meetings, as needed, during construction to assist City and County staff, support the City to prepare and coordinate with Caltrans for RFA, and maintain Microsoft Project schedule for the project with baseline information.



TASK 4: PLANS, SPECIFICATIONS, AND ESTIMATES

Task 4.1: 50% Design

Prior to initiating the 50% PS&E, AMG will submit a memo to the City that summarizes the findings of our initial field review. This will include an intersection by intersection description of all work to be included in the PS&E. AMG will then finalize the 50% PS&E based on input from City staff.

Street Improvement Plans: In accordance with the City standards and on City standard plan and profile sheets, AMG will prepare the civil improvement plans, special provisions, and cost estimates for the ADA accessible ramps at the corners of the intersections and the median improvements. The plans will address the design of street hardscape and sidewalk heaving repair immediately adjacent to the curb returns and underground wet utilities (if necessary).

The improvement plans will be drawn at 1:10 or 20-scale, 24x36 plan sheets, and prepared according to the City's standards. The plans will contain grading details, typical street cross sections as required by the reviewing agency, and any details necessary to clarify the plan intent.

Traffic Signal Improvement Plans: The traffic signal modification design plans will be produced in AutoCAD format. AMG will field verify all the information on the as-built drawings provided by the City. The as-built drawings and survey information will be used to develop a base map that shows the existing curbs and gutters, roadway striping, and the locations of existing traffic signal equipment. This would serve as the base map for the project. AMG will visit the project site for an additional field review, including verification of existing electrical conduits, electrical pull boxes, and existing layout of signing, pavement markings, and surface utilities. We will make field observations, investigations, and review safety issues of existing conditions. AMG will coordinate with all utilities in accordance with Caltrans "Manual on High and Low Risk Underground Facility Within Highway Rights of Way" to eliminate conflicts encountered during construction.

AMG will use the base map to prepare the 50% design level plan showing the layout of the traffic signal equipment, including locations of the signal controller/cabinet, poles, pedestrian countdown signals, traffic signal interconnect, emergency vehicle pre-emption, traffic marking, striping and signage design, intersection safety lighting, etc. Designs will be in accordance with Caltrans design standards, California MUTCD guidelines, and the City of Perris's current design standards. The design will include all traffic signal equipment to be installed, modification or addition of signal heads, adjustment of existing signal equipment, and Communication Radios on traffic signal poles and its connection back to the cabinet.

The traffic signal modification plan sheet will be drawn to the scale of 1"=20" showing the traffic signal installation.

Opinion of probable construction cost (estimate) will be prepared at the 50% design submittal. The estimate will be based on the latest pricing data available from Caltrans based on recent similar bids.

Deliverables: 50% plans, project specifications, and construction estimate

Task 4.2: 95% Design

After the City's review of the 50% design documents, including the civil improvements and signal modification, AMG will set up a review meeting with City staff. At this meeting we will go through the comments together and reach a resolution on moving forward with the design. AMG will prepare a resolution matrix based on the 50% design review meeting.

Once the resolution matrix is accepted, AMG will proceed and make revisions based to the 50% plans and start preparing the 95% plans.

AMG will prepare 95% construction drawings, contract specifications, and a detailed opinion of probable construction cost estimate incorporating all comments from City staff.

The 95% design package will be submitted to the City for their review and approval.

Deliverables: Comment resolution matrix, 95% plans, project specifications, and construction estimate

TASK 4.3: 100% Design

After the City's review of the 95% design documents, AMG will set up a review meeting with City staff. At this meeting we will go through the comments together and reach a resolution on moving forward with the design. AMG will prepare a resolution matrix based on the 95% design review meeting and submit it to the City for their approval. Once the resolution matrix is accepted, AMG will proceed and make revisions to the 95% plans and start preparing the 100% plans.

AMG will prepare 100% construction drawings, contract specifications, and a detailed opinion of probable construction cost estimate incorporating all comments from City staff. AMG will prepare and submit the 100% construction drawings, contract specifications, and a detailed opinion on probable construction cost estimate and submit for City staff review.

Deliverables: Comment resolution matrix, 100% plans, project specifications, and construction estimate, Electronic Files (Plans in AutoCAD, Specification in MS Word, and Estimates in Excel format.

Task 4.4: Final PS&E

After the City's review of the 100% design documents, AMG will set up a review meeting with City staff. At this meeting we will go through the comments together and reach a resolution on moving forward with the design.

If the City has minor editorial comments, AMG will update the plans to reflect those changes as the Final Plans for the project. The Final Plans will be signed by the project manager, a licensed professional engineer in the state of California. The final plans will be provided to the City in electronic format.

Deliverables: Comment resolution matrix, project specifications, construction estimate, and final plans in Electronic Files (Plans in AutoCAD & PDF, Specification in MS Word & PDF, and Estimates in Excel & PDF format) on a CD.



TASK 5: SIGNAL COORDINATION

Task 5.1: Data Collection

AMG will collect two-hour intersection turning movement counts (TMC) for the weekday a.m., midday and p.m. peak periods for all study intersections. AMG will also collect three day 24-hour average daily traffic counts (ADT) at two locations along Perris Boulevard. Upon ADT data collection, the traffic data will be used to estimate peak hours for TMC data collection and time-of-day schedule for coordination plans.

Additionally, existing traffic signal timings, collision history for most recent three years and on-going and planned construction schedule will be collected from the City of Perris. AMG will also conduct field observations including, lane utilization, queue lengths, spillover of turn-lanes, saturation flow rates, "Before" and "After" floating car surveys under existing conditions and when proposed signal timings are implemented and fine-tuned.

Task 5.2: Existing/Baseline Conditions Analysis

Upon completion of data collection, existing/baseline Synchro traffic simulation models will be created for the weekday a.m., midday and p.m. peak periods. The Synchro models will be calibrated to reasonably reflect existing conditions based on the field observations conducted.

The Synchro models will be used to estimate existing intersection and arterial measures of effectiveness (MOE's) including travel time, delay, CO & NO emissions and number of stops through the corridors.

Task 5.3: Signal Timing Plan Optimization

The validated and calibrated existing conditions Synchro models will be utilized for development of proposed coordination plans. All signal timing parameters will be updated based on the California Manual on Uniform Traffic Control Devices, 2014, Revision 3. Upon developing proposed coordination plans, SimTraffic microsimulation software will be used for further fine-tuning of the recommended offsets. MOE's under proposed conditions scenario will be compared to existing conditions MOE's to assess system performance.

Task 5.4: Implementation & Fine-tuning

AMG will develop proposed signal timing sheets and assist the City of Perris/Riverside County to implement and fine-tune proposed coordination plans. Upon completion of fine-tuning, "After" floating car surveys will be conducted to evaluate the benefits of the signal coordination study.

Task 5.5: Report

AMG will develop draft and final technical memorandums for review by the City upon completion of Tasks 3.2 & 3.3 and a final project report summarizing the efforts conducted for the study including data collection, comparison of existing and proposed signal timings and MOE's.

TASK 6: CONSTRUCTION SUPPORT

AMG will answer bidders' questions and provide clarifications to the bid documents during the bidding process. Specifically, we will assist the City as follows:



- Answer contractor bid questions and requests for information/clarification (RFI) of the design and/or construction documents,
- Attend the pre-construction meeting,
- Answer contractor's Request for Information (RFI). AMG will provide clarifications and respond to contractor's questions during the construction phase, as needed. We will review and respond to contractor's RFIs during construction within two working days,
- Assist the City inspector with specific design issues during construction, and
- When requested by City staff, AMG will attend meetings to answer design questions and clarify design elements.

TASK 7: AS-BUILT DRAWINGS

AMG will prepare record drawings from City/Contractor redline as-builts and submit disks in acceptable electronic format.



PROJECT MILESTONE

AMG will perform and complete the work described in the Scope of Work in accordance with the milestone schedule provided in this section. Due to our experience of successfully completing similar federally funded projects, we are confident of completing this project in an expedited schedule. A detailed project schedule is provided in Appendix B.

Project Milestone	Date
City Council Approval	6/11/19
Kickoff Meeting/NTP	7/1/19
Background Research	7/16/19
50% PS&E Completed	9/23/19
95% PS&E Completed	10/28/19
100% PS&E Completed	11/25/19
Final PS&E Completed	12/9/19
Construction Support	1/21/20
Prepare As-Builts	7/27/20
Project Close Out	8/31/20

Appendix A | Resumes





Joy Bhattacharya P.E., PTOE

Project Manager

EDUCATION

M.S. Transportation
Engineering/Operations
Research, University of
Delaware, Newark, Delaware,
2001

M.Eng Transportation
Engineering, University of
Tokyo, Tokyo, Tokyo, 1995

B.Tech (hons) Civil, Indian
Institute of Technology,
Kharagpur, West Bengal, 1992

CA REGISTRATIONS

Professional Engineer #68928,
California Board for Professional
Engineers, Land Surveyors, and
Geologists

Professional Engineer #1103,
Professional Traffic Operations
Engineer



INTELLIGENT TRANSPORTATION SYSTEMS

- ✓ ITS System Review & Needs Assessment
- ✓ Traffic Management Centers
- ✓ Traffic Operations
- ✓ Knowledge of Existing & Emerging Transportation Technologies

Joy is AMG's Vice President of Innovative Transportation Solutions. He has in-depth experience in the development, design and implementation of various engineering strategies in major metropolitan areas, including Adaptive/Responsive Traffic Signal Systems and Transit Priority Systems; Incident Management Plans; design of automated Electronic Toll Collection systems; preparation of PS&E for field implementation of CCTV, Changeable Message Signs, Highway Advisory Radio, Ramp Metering and ATMS systems; and freeway and arterial operations using micro-simulation. Local projects to his credit include the Mountain House ATMS, City of Hayward Adaptive Signal Systems, Webster Street SMART Corridor System, I-80 Integrated Corridor Management, and the Santa Clara VTA Capitol Corridor Transportation Study.

Project Experience

I-80 Integrated Corridor Mobility Project, Alameda CTC, Alameda and Contra Costa County, CA, (Project Manager)

AMG staff were responsible for evaluating the existing system and providing solution by designing, developing and implementing communication between the field elements and the TMC and between the City TMC and Regional TMC. Staff worked closely with 11 cities and 2 transit agencies to implement the system. AMG staff is responsible for the successful implementation and operation of all the advanced strategies implemented as part of the project. The project included the implementation and integration of traffic and transit operations strategies including adaptive ramp metering, ramp metering priority for transit, traffic operations systems, active traffic management, and incident management along a 19.5-mile section of I-80 between the Bay Bridge Toll Plaza and the Carquinez Bridge. In addition to the freeway improvements, the project consists of local arterial and transit improvements along San Pablo Avenue, including signal synchronization, transit signal priority and flush plan for incidents.

ATMS Design for Route 238 Improvements, Hayward, CA (Project Manager).

Joy managed the evaluation and design of an ATMS with adaptive coordination capabilities. The design plans were completed on a fast-track schedule and the roadway improvements and signal modifications are now under construction. ITS services included developing the ATMS functional requirements, preparing draft and final concept of operations reports, analyzing traffic detection and communications requirements, and evaluating adaptive control traffic signal systems and selecting the system that most effectively meets the City's signal system requirements. In addition to preparing traffic signal, pavement delineation and signing plans, Joy designed the detection and fiber optic/copper signal interconnect at 32 intersections. He prepared the PS&E, including signal interconnect cable

- ✓ Innovative Congestion Management Strategies
- ✓ Stakeholder Coordination

layout from the field traffic signal controller to the control room, SIC wiring and control room layout, and control room detail.

Webster Street SMART Corridor Project, Alameda County, Ca. (Project Manager). Joy was as the Project Manager for the Webster Street SMART Corridor Project. The project the developed a TSP system to reduce travel time along five AC Transit lines; designed traffic signal coordination systems along Webster Street and Constitution Way/Lincoln Avenue; designed a new traffic signal at Webster/Pacific Avenues and signal modifications at five intersections; designed and implemented an Advance(VDS); designed and implemented a CCTV system and ATIS.

Citywide Advanced Traffic Management System (ATMS) Upgrade Project, Milpitas, CA (Project Manager)

Joy supervised the upgrade of the City's signal system to the state-of-the-art ATMS now system provided by Naztec. Joy as a sub-consultant to Naztec prepared the design plans for the project, which the contractor was responsible to install. The City upgraded controllers citywide. Joy assisted in migrating the signal timing settings including signal priority and light rail preemption settings to the new controllers utilizing the ATMS.now user interface. The project included developing and updating the timing plans including TSP settings for all the signalized intersection within the City of Milpitas.

Transportation Commision's Program for Arterial Systems Synchronization (PASS)* (Project Manager) (2011-2012)

Mr. Bhattacharya was responsible for synchronizing traffic signal timing for various municipalities through MTC's PASS program (total of 103 signals). The PASS project focuses on traffic signal timing upgrades for arterials that carry regional traffic, serve as transit corridors, traverse through multiple jurisdictions, and intersect freeway on ramps and off ramps. Coordination with Caltrans is a key element of this project. Tasks for each project included:

- Existing Conditions Analysis: Data collection; field review; "Before" travel time survey; collision analysis; develop Synchro and SimTraffic models
- Traffic Signal Timing Analysis and Recommendations:
 - Reviewing existing traffic signal timing parameters and make recommend changes for consistency with established guidelines
 - Developing signal timing plans using Synchro for splits and offset optimization
- Timing Plan Implementation and Fine-Tuning: Supervising City staff with data input in the controller and trouble shooting
- Benefit/Cost Ratio Analysis: Determine the amount of public benefit derived from investing the signal timing project.



Shruti Shrivastava

Traffic Responsive Timing Lead

EDUCATION

Master of Science: Traffic Engineering; Rutgers, The State University of New Jersey, USA

Bachelor of Science: Civil & Environmental Engineering; Sardar Patel College of Engineering, India

MEMBERSHIPS

Institute of Transportation Engineers

TRAFFIC AND TRANSPORTATION ENGINEERING

- ✓ Traffic Operational Analysis
- ✓ Traffic Signal Coordination
- ✓ Adaptive Traffic Control Systems
- ✓ Traffic Modeling & Simulation
- ✓ Complete Streets Planning
- ✓ ATSPMs
- ✓ Warrant Analysis
- ✓ Bridge & Lane Closures
- ✓ Traffic Detours
- ✓ Traffic Impact Studies Origin-Destination Analysis
- ✓ Data Reporting & Analysis
- ✓ Corridor & Circulation Studies

Shruti Shrivastava has more than 5 years of experience as a top-performing, quality-focused, & analytically driven engineering professional. Subject Matter Expert in signal coordination, traffic control systems, traffic operational analysis, simulation and modeling. She has extensive experience in macro and microscopic traffic simulation software's and model development and application. Shruti has worked on numerous signal coordination projects throughout the San Francisco Bay Area including MTC's PASS Projects for 2013-2018. She has experience with a variety of software packages including Synchro, SimTraffic, SIDRA and HCS. She has worked with various traffic signal controllers such as Intelight, 2070E, Cobalt, ASC 2/3, 170E and controller software's such as BiTrans 200/233RV, McCain 2033, Caltrans C.X, TSCP 2.X, D4, MAXTIME and Apogee. She has also worked with various central management systems such as McCain Transparency TMS, Quicknet Pro, CUBIC Trafficware ATMS.now, Intelight MaxView, MIST and Wapiti. Shruti is a strong cross-functional team leader that mentors junior engineers and inspires a culture of excellence. She has a track record of leading project teams to meet project scope, budget, and deadline. She is a detail oriented multi-tasker that quickly learns new systems, operations, and performance measures and thrives in both independent and team-centered environments.

Project Experience

Program for Arterial Systems Synchronization (PASS) Program, Metropolitan Transportation Commission (MTC), San Francisco Bay Area (9 counties), 2013-2018, Task Leader & Engineer

Oversaw traffic signal coordination projects from project kick-off meeting, data collection, existing conditions evaluation and development of proposed coordination plans, remote/field implementation and fine-tuning to preparation of final reports including benefit-cost analysis. Played a key role in coordinating with the different agencies including Caltrans, Cities and Counties for implementation of proposed coordination plans. The objective of these projects was to facilitate traffic progression through the study corridors and reduce harmful greenhouse gases, traffic delay, travel time and number of stops and improve travel speed and safety.

Adaptive Signal Control System Evaluation and Maintenance for Dublin Boulevard, City of Dublin On-Call, 2018-On-going, Task Lead & Engineer

Shruti@amobility.com | P: 925-393-4727

- ✓ Project Management Team Leadership
- ✓ Client Relations
- ✓ Central Management Systems (McCain Transparency TMS, Quicknet Pro, Trafficware (ATMS), Intelight (MaxView))
- ✓ Traffic Signal Controllers (Econolite, Naztec INTELIGHT, McCain 2070E, Cobalt, ASC/3, 170E)

Monitors and performs regular system checks on SynchroGreen adaptive signal control system on Dublin Boulevard by evaluating SPM reports including Purdue Phase Termination Diagram, Pedestrian Delay, Purdue Coordination Diagram and Split History reports. Updates coordination plans and traffic signal timings when needed and coordinates with Trafficware to fix system issues. Also monitors and performs system checks and updates to signal timings using and ATMS.now central management system for all signalized intersections in the City of Dublin.

Central Management System Evaluation and Maintenance, City of Concord, 2018-On-going, Task Lead & Engineer

Manages the City of Concord traffic signal system using their central management system (ATMS.now). Troubleshoots, modifies and updates signal timing on field or remotely. Implements measures such as metering of traffic, exclusive pedestrian phase, leading pedestrian intervals (LPI), and signal coordination plans when required.

Signal Coordination Timing & Optimization, City of Sunnyvale, 2017-2018, Task Lead & Project Engineer

Provided traffic signal optimization and coordination plans along Wolfe Road (8 signals), Mathilda Avenue/Sunnyvale Saratoga Road, (6 signals) and Homestead Road (7 signals). Oversaw as well as participated in data collection efforts including "Before" and "After" floating car surveys and field observations, existing conditions model development, validation and calibration, development of proposed signal timing plans and timing sheets for MAXTIME traffic controller software per California Manual on Uniform Traffic Control Devices, implementation and fine-tuning of signal timing plans and preparation of final project report.

San Jose Kadence Adaptive Signal System Evaluation, City of San Jose & Kimley-Horn and Associates, Inc., 2018, Task Lead

Developed implementation plan for data collection and evaluation of the Kadence adaptive signal control system for the Saratoga Avenue (17 signals) and Tully Road (18 signals) study corridors. Scheduled data collection for System "Turn-on" and "Turn-off" periods, oversaw data collection and developed evaluation procedures after reviewing signal timing reports and performance measures provided from the Kadence system. Performance measures evaluated include, travel time, delay and speed, vehicle throughput, smooth flow, queue lengths, travel time reliability, side-street green time, phase termination causes and benefit-cost ratio.

Shabnam Yari, PE

Project Engineer

EDUCATION

B.S. Civil Engineering,
University of California, Davis
2012

CERTIFICATION

Professional Engineer #88921,
State of California



Engineering + Design Expertise

- ✓ Roadway Design
- ✓ Roundabout Design
- ✓ Interchange Design
- ✓ Streetscape Improvements
- ✓ Curb Ramps
- ✓ Complete Streets
- ✓ State and Local Agency Coordination
- ✓ Caltrans PPM Experience

Shabnam has six years of experience leading transportation engineering projects. She has been responsible for initial planning, design, and all aspects of preparation of final plans, specifications, and estimates. Her technical expertise includes interchange and highway geometric design, freeway widening, roadway rehabilitation, track design, pedestrian & bicycle facilities, road diets, curb ramps, and streetscape improvements. Her design responsibilities include development of plan and estimates, preparation of technical reports, performance of 3D modeling and earthwork grading, stage construction and traffic handling plan, and construction support. Shabnam is proficient in managing internal teams and subconsultants that work in parallel to achieve timely project delivery. She is efficient in conducting interdisciplinary review and communicating project milestones with state and local agencies. Shabnam has a strong knowledge of Caltrans' project development procedures and guidelines. She is technically proficient in several computer programs: MicroStation, InRoads, AutoCAD Civil 3D, Autoturn, and Microsoft Office Suite.

Project Experience

San Mateo County Transportation Authority (SMCTA), Gray Whale Cove Pedestrian Access Improvement Project, San Mateo County, CA.

Lead Project Engineer responsible for preparing and managing the 100% PS&E submittal package. The project proposes to widen Highway 1 and install pedestrian hybrid beacon and signage for safer pedestrian crossing. Prepared typical sections, layout, construction detail, utility relocation, construction area signs, stage construction & traffic handling, pavement delineation, and summary of quantity plan sheets. Reviewed plans of interdisciplinary teams and coordinated with Caltrans and SMCTA to resolve comments and deliver the PS&E. Composed the bid item list, project cost estimate, and standard plan list.

US 101/SR 84 (Woodside Road) Interchange Improvement Project, City of Redwood City, Redwood City, CA. Lead Project Engineer responsible for preparing plans and project cost estimates for the (PS&E) package. The project proposes to widen and add lanes to SR 84, reconstruct all ramp connections to US 101, construct direct-connect flyover ramps between US 101 and Veterans Blvd, and construct additional pedestrian and bicycle facilities throughout the project area. Supervised and managed interdisciplinary groups and sub-consultants.

County of San Mateo, Ralston Avenue Overlay Project, San Mateo County, CA. Transportation Engineer responsible for curb ramp design and resurfacing of Ralston Ave in the San Mateo highlands area. Tasks included project cost estimate, typical sections, construction detail, construction area sign plan, detour plan, and pavement delineation detail. Prepared PS&E plan and coordinated with County of San Mateo.

Alameda CTC, Oakland Alameda Freeway Access Project, Oakland, CA. Transportation Engineer responsible for preparing fact sheet reports and project cost estimates. Utilized Microstation and InRoads to develop different alternatives to improve mobility and reduce traffic congestion for travelers between I-880, City of Alameda, and downtown Oakland neighborhoods. Incorporated complete street design to improve connectivity for bicycle and pedestrian traffic within project area.

County of San Mateo, Middlefield Road Streetscape Improvement Project, San Mateo County, CA. Transportation Engineer responsible for creating a conceptual plan via a collaborative engagement process where the community was the design team's co-planners. The conceptual design efforts also included field surveys, a traffic study and CEQA compliance. The streetscape improvements on Middlefield Road between MacArthur Avenue and Fifth Avenue included wider sidewalks, bike lanes, and parallel parking, as well as utility undergrounding and railroad crossing safety improvements. Prepared meeting minutes, project schedule, and coordinated with utility facilities to request as-builts.

Santa Clara Valley Transportation Authority (VTA), US 101 Express Lanes Project, Santa Clara, County, CA. Transportation Engineer responsible for developing geometric design (including horizontal alignment, typical cross sections, pavement delineation plans, CHP enforcement areas, lane configuration, and construction detail), project cost estimate, fact sheets, draft project report, utility coordination, right of way data sheet, meeting minutes, submittal register, and preparing on-going PA/ED package. Ensured that all deliverables are in accordance with the quality control policy guidelines and conducted successful QA/QC audits with VTA. Coordinated and participated in monthly Project Development Team (PDT) meetings, technical focus meetings, and worked closely with both VTA and Caltrans.



Steven Au, PE

Senior Signal Designer

EDUCATION

B.S in Civil Engineering,
University of California,
Berkeley

REGISTRATION

Civil Engineer No. 41532



TRAFFIC ENGINEERING

- ✓ Traffic Operations Analysis
- ✓ Noise Reports
- ✓ Roads, Signals,
Developments & Land Use
Data Analysis
- ✓ Scenarios Evaluation
- ✓ Mitigation Measures



INTELLIGENT TRANSPORTATION SYSTEMS

- ✓ ITS System Review & Needs
Assessment
- ✓ Traffic Operations & TMC
- ✓ ATMS
- ✓ Fiber Optic



ARTERIAL & INTERCHANGE DESIGN

- ✓ Ramp Metering
- ✓ SMART Corridors
- ✓ Traffic Signals & Lighting

Steven has in-depth experience in the preparation of PS&E for new/modified traffic signals systems, signing and striping, street lighting, traffic calming, construction zone traffic control, Intelligent Transportation Systems (ITS), park-and-ride design, transit center design, ADA requirements, and pedestrian safety and bicycle facilities projects. Steven is knowledgeable in the software applications related to design and traffic operations. He is experienced with AutoCAD, Synchro, and Traffix. His controller experience includes Econolite, BiTran, and NAZTEC.

Project Experience

Traffic Signal, Signing & Striping Design

- ✓ Prepare PS&E for traffic signal interconnect projects in Traffic Signal Design including San Tomas Expressway and Central Expressway, project engineer in Bridge Design for the Seismic Retrofit Program, Resident Engineer for traffic signal construction projects. Project engineer for LRT Feasibility Studies in Project Development which included JPB meetings and TAC meetings.
- ✓ Pacific Ave. at Robinhood Dr. Signal Modification, Stockton
- ✓ East Leland Road & Loveridge Road Signal Modifications, Pittsburg
- ✓ Corral Hollow Road Widening Improvements, Traffic Signals, and LED Lighting Project, Tracy

Traffic Studies, On-Call Engineering

- ✓ Lakeview Light Industrial Development Traffic Study, Fremont
- ✓ Union City Blvd. & Bettencourt Way Residential Development Traffic Study, City of Union City
- ✓ Capitol Grand Tower Development Traffic Study/EIR, Sacramento
- ✓ Ukiah Medical Office Building Traffic Study, Ukiah
- ✓ Vasco Crossing Traffic Study, Livermore
- ✓ Brookview Residential Development Traffic Study, Tracy

Safety Improvements

- ✓ HSIP grant projects for shoulder improvements for four rural roads, Uvas Road HSIPL-5937(190), Stevens Canyon Road HSIPL-5937 (188), Watsonville Road HSIPL-5937(199), and Clayton Road HSIPL-5937(189). Project engineer for sidewalk improvements near schools, East San Jose Pedestrian Improvements CML-5937(191). Other experience includes traffic investigation from County residents, traffic signing requests, and traffic striping on County roads and expressways. Coordination with city staff.



Chris Higbee, PE

Traffic Engineer

EDUCATION

B.S. Engineering, California Polytechnic State University, San Luis Obispo, CA, 2014

REGISTRATIONS

Professional Engineer #88285, California Board for Professional Engineers, Land Surveyors, and Geologists



TRAFFIC AND TRANSPORTATION ENGINEERING

- ✓ Complete Streets Design
- ✓ Traffic Signal Design
- ✓ Roadway Design
- ✓ Rectangular Rapid Flashing Beacons
- ✓ Traffic Operations Analysis
- ✓ Roads, Signals, Developments & Land Use Data Analysis
- ✓ Signing and Striping
- ✓ Traffic Control Engineering Traffic Study

Chris Higbee has 5 years of experience in Complete Streets design and implementation, traffic calming, parking, traffic impact and congestion management. Additionally, he has prepared many transportation policy and planning documents, including development of Pedestrian & Bicycle Master Plans and General Plan Circulation Elements. He has knowledge of several computer programs: AutoCAD, AutoCAD Civil 3D, Synchro, Highway Capacity Software, Google Earth/Maps and Microsoft Office Suite.

Project Experience

Downtown Traffic Corridor Study and Design, Hollister, CA (Lead Project Engineer). In 2014, the City of Hollister performed a corridor study for San Benito Street, which was observed to have high speeds and cut-through traffic volumes through the downtown area. As lead project engineer, Chris and the team developed two alternative Complete Street designs to implement a road diet. Each was analyzed for operational effectiveness and scored against various selection criteria. Following extensive outreach, the recommended alternative was accepted and approved for phased implementation in February 2015. Chris then developed signing and striping plans for the downtown portion of the corridor, which included reducing the number of travel lanes from four to two with a center median, minimizing lane widths, and implementing Class III bicycle facilities to promote accessibility and comfort.

San Ramon Valley High School Parking Study, Danville, CA (Lead Project Engineer). The Town of Danville elected to perform an on-street parking study along the frontage of San Ramon Valley High School to maximize on-street parking supply near the school within the existing right-of-way. The team produced many alternatives to increase available parking, and Chris spearheaded the project through in-field review and developing multiple parking layouts. The alternatives included basic and emerging strategies to combat the need for parking. The Town elected to install parallel parking and bike lanes within the study area.

Avalon Heights Traffic Calming Study, Fremont, CA (Lead Project Engineer). The Avalon Heights HOA retained consultant services in response to ongoing concerns about vehicular speeds and pedestrian safety within the community. The project focused on analyzing traffic conditions along the various streets within the community and developing recommendations to address speeding and safety. To assess level of concern and recommend appropriate improvement measures, Chris was responsible for conducting in-field observations, organizing data

collection for vehicle volumes and speeds, and developing alternative traffic calming recommendations. The study resulted in identifying solutions that would enhance vehicular and traffic safety in the community. Cost magnitude was included for the improvements, considering the HOA would pay out-of-pocket.

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Vishnu Gandluru

Transportation Engineer

EDUCATION

MS Civil Engineering
University of Louisiana
Lafayette, LA
Bachelor of Technology
Civil Engineering J.N.T
University, India

Professional Societies

Institute of Transportation
Engineers (ITE)

MEMBERSHIPS

Member of WTS, San
Francisco Bay Area Chapter

PUBLICATIONS

"Tools to Simplify Signal
Timing Settings," Presented at
the Portland ITE Meeting-
2007



AREAS OF EXPERTISE

- ✓ Traffic Impact Studies
- ✓ Signal Timing & Coordination
- ✓ Parking Studies
- ✓ Studies for Residential Neighborhoods, Downtown Areas & Freeway Ramps
- ✓ Freeway Operations
- ✓ Traffic Management Plans

Mr. Gandluru is a Transportation Engineer with a background in Transportation and Civil Engineering. His 16 years of experience includes signal timing and coordination, traffic impact studies, parking studies, engineering studies for residential neighborhoods, downtown areas and freeway ramps, freeway operations, traffic management plans, accident analysis, GPS-based travel time studies, traffic analysis for intelligent transportation systems (ITS) projects, Origin Destination studies, and travel demand modeling.

Project Experience

TRAFFIC SIGNAL TIMING & COORDINATION

MTC PASS 2011-2012 Signal Timing Projects (9 signals), Various Jurisdictions, CA, MTC, 2011-12. Performed travel time runs, developed existing and proposed Synchro traffic models, implemented signal timing (in-field and via TMC) and fine-tuned signals.

MTC PASS 2010-2011 Signal Timing Projects (32 signals), Various Jurisdictions, CA, MTC, 2010-11. Performed travel time runs, developed existing and proposed Synchro traffic models, implemented signal timing (in-field and via TMC) and fine-tuned signals.

MTC 2008 Regional Signal Timing Program (RSTP), Foster City, CA, MTC, 2008-09. Performed travel time runs, developed existing and proposed Synchro traffic models, implemented signal timing (in-field and via TMC) and fine-tuned signals.

Citywide Signal Timing Project, Milpitas, CA, Western Pacific Signal, LLC, 2010-2011. (40 signals) Project lead for performing travel time runs, developed existing and proposed Synchro traffic models, implemented signal timing through Naztec Streetwise® software and fine-tuned signals.

Main Street and Boronda Road Traffic Adaptive Signal Coordination Project, Salinas, CA, City of Salinas, 2012-2013. (7 signals) Project lead for conducting before and after travel time runs and prepared an evaluation report documenting benefit-cost ratio of adaptive signal coordination system provided by Insync®.

Cypress Corridor Signal Coordination, Redding, CA, City of Redding, 2008. (11 signals) Project lead for performing travel time runs, developed

- ✓ Accident Analysis
- ✓ GPS Based Travel Time Studies
- ✓ Traffic Analysis for ITS
- ✓ Origin Destination Studies
- ✓ Travel Demand Modeling

existing and proposed Synchro traffic models and implemented signal timing on-field followed by fine-tuning of timings.

Charleston & Arastradero Adaptive Signal Coordination, Palo Alto, CA, City of Palo Alto, 2006-2007. (11 signals) Project lead for conducting before and after travel time runs and prepared an evaluation report documenting benefit-cost ratio of adaptive signal coordination system provided by McCain software.

Herndon Avenue & Willow Avenue, Clovis, CA, City of Clovis, 2004-2005. (5 signals) Project lead for performed travel time runs, developed existing and proposed Synchro traffic models and implemented signal timing on-field followed by fine-tuning of timings.

El Camino Real, San Mateo, CA, City of San Mateo, 2004-2005. (22 signals) Project lead for performed travel time runs, developed existing and proposed Synchro traffic models and implemented signal timing on-field followed by fine-tuning of timings.

ON-CALL TRAFFIC ENGINEERING

On-Call Traffic Engineering, Los Gatos, CA, Town of Los Gatos, 2007-Ongoing. Lead Engineer conducting traffic impact and parking studies (approximately 19 studies); LOS monitoring; annual school traffic counts; other traffic engineering tasks as requested.

On-Call Traffic Engineering, San Joaquin County, CA, County of San Joaquin, 2012-13. Lead Engineer conducting traffic impact and parking studies; other traffic engineering tasks as requested. (approximately 2 studies).

On-Call Traffic Engineering, Contra Costa County, CA, Contra Costa County, 2008. Lead Engineer conducting traffic impact and parking studies; other traffic engineering tasks as requested. (approximately 2 studies).

On-Call Traffic Engineering, City of Orinda, CA, City of Orinda, 2011-14. Lead Engineer conducting traffic impact studies and other traffic engineering tasks as requested. (approximately 5 studies).

On-Call Traffic Engineering, Mountain House Community Services District, CA, MHCS, 2008-current. Lead Engineer conducting traffic impact studies and other traffic engineering tasks as requested. (approximately 6 studies).

Appendix B | Project Schedule

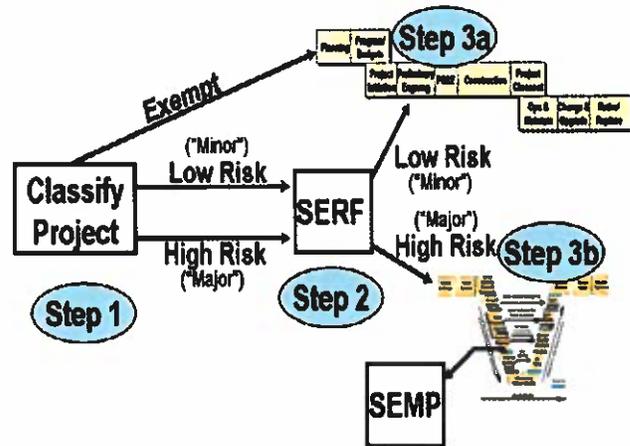


Appendix C | System Engineering Review Form (SERF)



**EXHIBIT 7-I SYSTEMS ENGINEERING REVIEW FORM
(SERF) Part 1. General Project Information**

SERF is normally submitted as part of the E-76 package when initial funding is requested. A full description of funding steps for ITS projects appears in [Section 13.1](#) of the LAPG. The SERF must be filled out for all ITS projects unless they are “Exempt.” For definitions of an Exempt ITS project, see LAPG [Section 13.2](#). A full discussion of how a local agency uses the SERF during the programming and funding steps is in LAPG [Section 13.4](#), in the section titled “[Local agency \(include consultants in project management role\)](#)”. That process is summarized in the figure at the right.



Please provide the following background information. In most cases, 1-3 sentences will be sufficient for each item, but you may include as much as you feel needed. If you need more space, the field will expand automatically.

Local Agency	CITY OF PERRIS		
Project Number		Locator (Dst/Co/Rte/PM/Agency)	08-RIV-0-PERR
Project Name	PERRIS BLVD. CORRIDOR SAFETY IMPROVEMENTS	Bridge No.(s)	N/A

A. Project Contact – Name, position, phone, email. City of Perris Consultant contact info:

Joy Bhattacharya, PE, PTOE
 Vice President, Director of Innovative Transportation Solutions
 Advanced Mobility Group (AMG)
 2999 Oak Road, Suite 420, Walnut Creek, CA 94597
 Mobile: 415.688.0024
 joy@amobility.com

B. Project Objectives – What is the purpose of the project? What needs (deficiencies) are being addressed?
 City of Perris conducted a Complete Streets Safety Assessment study conducted by UC Berkeley Technology Transfer Program. The study report assessed the safety and operational issues along the Perris Boulevard and suggested a list of improvements along the corridor. The objectives of this project is to implement those improvements to enhance safety and mobility along the corridor.

C. Project Summary – What solutions will address the needs? What major elements will be installed? What major function(s) will be performed?
 CSSA safety improvements along Perris Blvd. will include the following:
 1. Leading Pedestrian Intervals for pedestrian safety,
 2. Coordinate traffic signals along the corridor to improve mobility, which would require the traffic

signals to be interconnected. The City desired to implement wireless radio to provide signal interconnect along the corridor.

3. Review and update pedestrian crossing timing to meet MUTCD standard requirements,
4. Install audible pedestrian system, install louvers/PV lights to improve vehicle/pedestrian safety,
5. Upgrade ramps & median per ADA requirements, and
6. Add a 2nd signal head on mast arm at needed locations.

D. Work to Date – Any preliminary planning, investigation of options, associated internal or external systems examined, etc.?

The City is currently in the process of completing the E-76 documentation for the project. City has also distributed a Request for Proposal (RFP) for this project to select a consultant to provide design and signal timing services.

E. Risk Assessment Guidance – Although this assessment is not a regulatory requirement, the answers to these questions will help you understand the extent of risk involved in this project. A full discussion of risk factors is available in LAPG Section 13.2, with a summary in [Table 13-1](#).

For each question, check Yes or No or Not Sure.

Question:	Yes	No	Not Sure
1. Will the project depend on <i>only your agency</i> to implement and operate?	X		
2. Will the project use only software proven elsewhere, with <i>no</i> new software writing?	X		
3. Will the project use only hardware and communications <i>proven</i> elsewhere?	X		
4. Will the project use only <i>existing interfaces</i> (no new interfaces to other systems)?	X		
5. Will the project use only <i>existing system requirements</i> that are defined in writing?	X		
6. Will the project use only <i>existing operating procedures</i> that are defined in writing?	X		
7. Will the project use only technologies with service life <i>longer</i> than 2-4 years?	X		

If all of the above are Yes, that is a preliminary indication that your project is **Low-Risk**.

Part 2. Regulatory Compliance Information

Please answer each question briefly (often one paragraph is enough). If the question cannot be fully answered *now*, but will be answered during the project implementation, please indicate the step at which it will be answered. As you respond to each question on this form, the field will expand as you type. Examples of SERF's can be found at: <http://www.fhwa.dot.gov/cadiv/segb/examples/del.htm> (then click on "FHWA Rule/FTA Policy Compliance Documents").

1. Identification of portions of the Regional ITS Architecture (RA) being implemented: Inland Empire Regional ITS Architecture identifies the Market Package ATMS07 – Regional Traffic Control. This project would complete the communication element of the Market Package.

Instructions: Contact your MPO to get this information from your Regional ITS Architecture ("RA"). In the RA, the project might be identified specifically by name and agency, or by a more generic description (e.g. "Arterial Traffic Management"). If listed in the RA, document which inventory elements, market packages, subsystems, and/or information flows are being completed in this project. If there is *no* information in your RA, arrange with your MPO to provide them this information when your project is designed; they will use it in the next update of the RA.

Please enter your response here (the field will expand as you type):

2. Identification of participating agencies roles and responsibilities: The City of Perris would lead the project. All design elements of the project would be under the City's jurisdiction. Currently, Riverside County maintains the signal timing for the study intersections. Revised timing sheets prepared as part of the project would be reviewed and implemented with participation with Riverside County.

Instructions: Can you identify all stakeholders that must participate in the implementation phase of this project? What are their roles/responsibilities? Have they committed to the responsibilities? Some of this information might appear in your RA (e.g., "Operational Concepts" or other sections). If this will be defined in later phase of the project (e.g., Concept

of Operations), the RA may be a good source to start definition.

Please enter your response here (the field will expand as you type):

3. Procedures and resources necessary for operations and management of the system: City of Perris and Riverside County.

Instructions: Can you identify all stakeholders that must participate in operations, management and maintenance of the system throughout its life cycle? What are the roles, responsibilities, and resources required from each stakeholder?

Examples include: money, special equipment, staff time, special expertise, provision of data, and many more. You should consider hardware, software, and communications issues.

Please enter your response here (the field will expand as you type):

4. Requirements definitions: The signal interconnect would provide coordination between intersections. It is well defined in the MUTCD requirements and called out in City's standard specification. The specification for wireless radio would be developed as part of the design.

Instructions: Are the system requirements (functional and performance) already well-defined in writing?

If yes, indicate where they can be found (e.g., Std. Specs). If they will be defined in later phase of the project, the applicable high-level functional requirements in the RA may be a good starting point for writing them. The focus is on "what" functions must be performed – **not** on "how" the technology will be used to perform them.

Please enter your response here (the field will expand as you type):

5. Identification of applicable ITS standards and testing procedures: NA

Instructions: Do you know yet if any ITS Communications Standards are applicable to this project? If they are applicable, will you use them? If your RA identifies specific Architecture Flows, you can ask your MPO to produce a "Standards

Report" for those Flows; it will identify ITS Standards to consider.

Please enter your response here (the field will expand as you type):

6. Analysis of alternative system configurations and technology options to meet requirements: Alternative design for communications element would be part of the design phase. *Instructions:* Have you considered alternative designs yet? This could include system configurations, different organizational roles; alternative hardware, software, or communications technology; If you can not yet make a choice of available alternatives, this analysis will occur in later phase of the project (High-Level Design).

Please enter your response here (the field will expand as you type):

7. Procurement options: Currently considering proven off the shelf products for implementation, which would be procured and installed as part of the construction phase of the project.

Instructions: Have you considered different procurement options for each of the project phases (design, implementation, operation, and management)? These options could include: off-the-shelf vs. custom, lease vs. buy, fixed-price vs. cost-reimbursable, etc. Procurement options must consider the level of staff technical expertise, existing agency procurement practices, who will be the project manager, and whether you need a systems engineer and/or system integrator.

Please enter your response here (the field will expand as you type):

Comments or Additional Information (if needed):

The Inland Empire Regional ITS Architecture is attached with this form.

Note: If you were able to answer all seven questions above completely and with certainty, then please self-certify this project as "Low-Risk" in the E-76. Otherwise, it should be classified as "High-Risk." However, if you feel this is not justified, you may request a review of this SERF by Caltrans and FHWA.

ITS Risk Classification: Low Risk

Local Agency	High Risk <input type="checkbox"/>	Low Risk <input checked="" type="checkbox"/>
Name:	Signature:	Date:
Caltrans DLAE	High Risk <input type="checkbox"/>	Low Risk <input type="checkbox"/>
Name:	Signature:	Date:

Technical Memorandum Inland Empire Regional ITS Architecture Maintenance Modifications – June 30, 2005



Background

Development of the Inland Empire Regional ITS Architecture commenced in December 2002 and was completed in June 2003. It was developed in response to, and in compliance with the Federal Highway Administration (FHWA) / Federal Transit Administration (FTA) Final Rule / Policy on ITS Architecture and Standards Conformity, issued on January 8, 2001.

The Inland Empire Regional ITS Architecture was developed in a collaborative effort of primarily public agencies from around Riverside and San Bernardino Counties. The regional architecture development activities were directed by a steering committee made up of representatives from the San Bernardino Associated Governments (SANBAG), the Riverside County Transportation Commission (RCTC), the City of Fontana, Caltrans District 8 and FHWA. Representatives of several Inland Empire cities, counties and transit agencies participated in the process.

The Inland Empire Regional ITS Architecture was developed using Turbo Architecture 2.0, which corresponds to version 4.0 of the National ITS Architecture. Shortly after completion of the Inland Empire Regional Architecture version 5.0 of the National ITS Architecture was released, which included enhanced Emergency Management features to account for Homeland Security issues and other emergency evacuation and wide area alerts. Following the release of version 5.0 of the National ITS Architecture, Turbo Architecture version 3.0, which corresponds to version 5.0 of the National ITS Architecture, was developed and released to replace Turbo Architecture version 2.0.

Development of the Southern California Regional ITS Architecture (a.k.a. the SCAG Architecture) at the direction the Southern California Association of Governments (SCAG) prompted discussion within the Inland Empire about the need for an assessment of, and update to, the Inland Empire Regional ITS Architecture. The conclusion was that the entire Architecture did not need to be updated at this time, but the Inland Empire and the Southern California region would benefit from an upgrade of the Inland Empire Turbo Architecture database from version 2.0 to version 3.0. This would make the Inland Empire Architecture more compatible with the emerging SCAG Architecture.

The resulting architecture update, documented in this Technical Memorandum, brings the Inland Empire Regional ITS Architecture into alignment with version 5.0 of the National ITS Architecture. This update to the Inland Empire Regional ITS Architecture also converts the Turbo Architecture database from version 2.0 to version 3.0. Though some Stakeholders and Elements were added to the Inland Empire Architecture, there were no major modifications to Inland Empire Stakeholders or Elements made in the Turbo Architecture database. The primary changes dealt with adding a small number of Elements associated with the SCAG Architecture. This Memorandum documents the changes to the Turbo Architecture database, completed June 30, 2005.

Introduction

An assessment of the Inland Empire Regional ITS Architecture commenced in February, 2005, to determine what updates to the Architecture might be necessary to support the newly developing Southern California Regional ITS Architecture (a.k.a. the SCAG Architecture) being developed at the direction of the Southern California Association of Governments (SCAG). Members of the Inland Empire Regional ITS Architecture Maintenance Team (the Maintenance Team) led by the San Bernardino Associated Governments (SANBAG) and the Riverside County Transportation Commission (RCTC) engaged the services of a consultant to update the Inland Empire Turbo database and make other recommendations for regional consistency.

The Maintenance Team determined that the Inland Empire Regional ITS Architecture:

1. was developed with substantial participation from local stakeholders who are familiar with and agree with what is contained in the existing architecture,
2. is current and comprehensive since it was completed just two years ago, is an award winning architecture used as an example by the Federal Highway Administration and that it was still ample and adequate for the region, and
3. the Inland Empire Architecture Maintenance Team agreed that because of their familiarity with their own architecture, it was their desire to continue maintaining and using it rather than having SCAG maintain and manage it.

Understanding the desire of SCAG to have a regionally cohesive architecture, the Inland Empire agreed to make relatively minor modifications to their architecture to support, and be consistent with the Southern California Architecture.

The Process

The first step in the Inland Empire Architecture update was the conversion of the Turbo Architecture database from version 2.0 to version 3.0. This brought the Inland Empire Architecture into alignment with the latest version of the National ITS Architecture. Many minor details in the Inland Empire Architecture changed as a result. For example, some information flows were deleted or replaced or renamed in the updated National ITS Architecture. These detailed changes occurred prior to any other changes in the architecture related to the development of the SCAG Architecture. The minute details of the conversion are provided in **Attachment A** of this Technical Memorandum, which is taken from a "Conversion Report" produced by Turbo Architecture. Other, more pertinent architecture update information is included in the body of this Technical Memorandum.

During the update process for the Inland Empire architecture the consultant and members of the Inland Empire Maintenance Team participated in meetings with SCAG representatives to determine the appropriate response to the SCAG Architecture development for the Inland Empire Architecture. The primary mission of coordination with SCAG was to ascertain which

ITS elements from the SCAG architecture would exchange information with ITS elements from the Inland Empire Architecture, and how to depict that information exchange activity.

Subsequent to the Turbo Architecture database conversion, a small number of ITS Elements were added to the Inland Empire Regional Architecture to facilitate information exchange with the SCAG Architecture. While specific ITS elements in the SCAG Architecture serve as Subsystems in that architecture, the corresponding Elements added to the Inland Empire Architecture are defined as Terminators. Terminators define the boundary of an architecture. The National ITS Architecture Terminators represent the people, systems, and general environment that interface to ITS. The interfaces between Terminators and the subsystems and processes within the National ITS Architecture are defined, but no functional requirements are allocated to terminators.

Modifications to the Architecture

In conferring with the Southern California Association of Governments (SCAG) on their architecture development it was determined that the ITS Elements from the SCAG Architecture listed in the following table would merit consideration for inclusion in the Inland Empire Regional ITS Architecture. Also included in the table is a summary of how the SCAG Architecture ITS Elements were "accounted for" in the Inland Empire Regional Architecture.

Element Name	Element Description	Status in the Inland Empire Architecture
Arterial Traffic Data Exchange	A scheme intended for cities in close proximity to a county boundary to be able to exchange arterial traffic data / information across the county boundary.	Incorporated into the Inland Empire Architecture. Mapped to Other Emergency Management*, Other ISP*, Other Traffic Management* and Other Transit Management* from the National ITS Architecture.
Border Region Interfaces	A scheme to represent data / information exchange between the SCAG Architecture and the states bordering the SCAG region.	Though the Inland Empire Regional Architecture already contained Arizona DOT and Nevada DOT, for consistency sake, this Element was incorporated into the Inland Empire Architecture. Mapped to Other Emergency Management*, Other ISP* and Other Traffic Management* from the National ITS Architecture.

Element Name	Element Description	Status in the Inland Empire Architecture
Caltrans TMC Data Exchange	A scheme for the three Caltrans Districts in the Southern California region (Districts 7, 8 and 12) to be able to exchange data / information, as well as the potential for shared and / or back up control of ITS field devices.	Incorporated into the Inland Empire Architecture. Mapped to Other Traffic Management* from the National ITS Architecture.
Data Archive	A regional data archive for the Southern California region.	This ITS Element was already existing in the Inland Empire Architecture, and mapped to Archived Data Management Subsystem from the National ITS Architecture.
Freeway Performance Monitoring System (PeMS)	A statewide data archive primarily for Caltrans freeway data / information.	This ITS Element was already existing in the Inland Empire Architecture and mapped to the Archived Data Management Subsystem and Other Traffic Management* from the National ITS Architecture.
Regional Traveler Information Service Providers	A generic way to represent the multitude of information service providers reporting traveler information for the Southern California region.	This ITS Element was already existing in the Inland Empire Architecture and mapped to Information Service Provider Subsystem from the National ITS Architecture.

* Terminators in the National ITS Architecture

New Stakeholders

In order to accommodate data / information exchange between the ITS elements in the SCAG architecture and ITS elements in the Inland Empire architecture there were two new Stakeholders added to the Inland Empire Regional Architecture. **Attachment B** of this Tech Memo is the new list of Stakeholders for the Inland Empire Regional Architecture. Also contained in the Stakeholder list are the ITS Elements associated with each Stakeholder, as well as the National ITS Architecture entities to which the Elements are mapped. This attachment, which replaces Appendix C of the Inland Empire Regional ITS Architecture Final Report, dated June 2003 will serve as the updated Inland Empire ITS Inventory by Stakeholder.

Following are the new Stakeholders added to the Inland Empire Regional Architecture as a part of this update:

- Local Jurisdictions. Local Jurisdictions is a Stakeholder group in the modified Inland Empire Regional Architecture and includes: Caltrans D-8, Caltrans HQ, City of Corona,

City of Fontana, City of Temecula, General Public, Local Cities and Counties, Metrolink, Omnitrans, Riverside County Transportation Commission (RCTC), Riverside Transit Agency (RTA), San Bernardino Associated Governments (SANBAG) and Southern California Association of Governments (SCAG). With the exception of Caltrans HQ, all of the members of the Local Jurisdictions Stakeholder group were already a part of the Inland Empire Regional Architecture.

- Neighbor Agencies. This stakeholder is directly associated with the SCAG Regional Architecture and allows for data / information regarding traveler, traffic and emergency management information to be exchanged with states bordering the SCAG region. Similar to the Local Jurisdictions Stakeholder group, the members of this Stakeholder group were already a part of the Inland Empire Regional Architecture.

Deleted Stakeholders

The following stakeholders were deleted from the Inland Empire Regional ITS Architecture.

- Southern California Economic Partnership (SCEP): This stakeholder was a part of the original Inland Empire Regional Architecture as an information service provider (ISP) but there were no ITS Elements associated with the Stakeholder. Since there is a Stakeholder in the regional architecture called "Public/Private Information Service Providers", this Stakeholder's interests are already included in the ISP element which remains in the architecture.
- Public and privately held businesses: This stakeholder was originally identified because of the desire to move toward involving public and privately held businesses in the ITS element procurement and operation. However, there were no ITS elements associated with this stakeholder so they were removed from the regional architecture.

New ITS Elements Added to the Inland Empire Architecture

In order to support regional consistency with the SCAG architecture, the Inland Empire Regional ITS Architecture added and / or modified the following terminators:

- Arterial Traffic Data Exchange: The Stakeholder with which this newly added Subsystem is associated is Local Jurisdictions. This Element represents the exchange of data / information with other ITS Elements in the SCAG Architecture, as well as ITS Elements in other neighboring county architectures. The Element was mapped to the following National ITS Architecture Terminators:
 - Other Emergency Management (Terminator)
 - Other ISP (Terminator)
 - Other Traffic Management (Terminator)
 - Other Transit Management (Terminator)

The mapping allows for the exchange and coordination of information between the agencies represented in this stakeholder group and the Inland Empire region.

There were 76 additional information flows identified for this ITS Element. All of these new information flows are focused toward adding traffic control coordination and traffic information coordination as well as incident response, command, reports and incident control coordination. They also allow for transit coordination and information service provider coordination.

- Border Region Interfaces: A scheme to represent data / information exchange between the SCAG Architecture and the states bordering the SCAG region. This system is associated with the Neighbor Agencies Stakeholder, which is a Stakeholder group made up of Caltrans District 8, CHP, Arizona DOT (ADOT) and Nevada DOT (NDOT); all of which are already included in the Inland Empire Regional Architecture. This Element was mapped to the following National ITS Architecture Terminators:
 - Other Emergency Management (Terminator)
 - Other ISP (Terminator)
 - Other Traffic Management (Terminator)

The mapping allows for the exchange and coordination of information between the agencies represented in this stakeholder group and the Inland Empire region.

There were 62 information flows added for this ITS element. All of these new information flows are focused toward adding traffic control coordination and traffic information coordination as well as incident response, command, reports and incident control coordination. They also allow for information service provider coordination.

- Caltrans TMC Data Exchange: This Terminator in the Inland Empire Regional Architecture is directly associated with the SCAG Regional Architecture and allows for data / information to be exchanged among the three Caltrans Districts within the SCAG region. The Element was mapped to only one National ITS Architecture Terminator:
 - Other Traffic Management (Terminator)

The mapping allows for the exchange and coordination of data / information among the various Caltrans Districts, including District 8 in the Inland Empire.

There were 16 information flows added for this ITS element. These new information flows will exchange only two types of information: traffic control coordination and traffic control coordination.

Market Packages

Market Packages represent slices of the National ITS Architecture that address specific services like surface street control. A Market Package collects together several different subsystems, equipment packages, terminators, and architecture flows that provide a particular ITS service. With the addition of new ITS Elements in the region there have been some modifications to the existing Market Packages:

- ATMS07 – Regional Traffic Control: This Market Package was present in the Inland Empire Regional Architecture and was modified to include the Arterial Traffic Data Exchange and Border Region Interfaces Elements as well as Caltrans TMC Data Exchange.

Although this Market Package provides for the sharing of traffic information and control among traffic management centers to support a regional control strategy; as terminators, from an architecture perspective, the Inland Empire will share coordination information only, and not control. Once the system is better defined by a project proposal, the Inland Empire Regional Architecture can be modified to reflect the proposed functionality of the system.

This Market Package advances the Surface Street Control and Freeway Control Market Packages by adding the communications links and integrated control strategies that enable integrated inter-jurisdictional traffic control. The nature of optimization and extent of information and control sharing is determined through working arrangements between jurisdictions. This package relies principally on roadside instrumentation supported by the Surface Street Control and Freeway Control Market Packages and adds hardware, software, and fixed-point to fixed-point communications capabilities to implement traffic management strategies that are coordinated between allied traffic management centers. Several levels of coordination are supported from sharing of information through sharing of control between traffic management centers.

- ATMS08 – Traffic Incident Management System: This Market Package was present in the Inland Empire Regional Architecture and was modified to include the Arterial Traffic Data Exchange and Border Region Interface Elements.

This Market Package allows for sharing of data for managing both unexpected incidents and planned events so that the impact to the transportation network and traveler safety is minimized. Although all elements of this package may not be utilized, the Market Package includes capabilities for incident detection capabilities through roadside surveillance devices (e.g. CCTV) and through regional coordination with other traffic management, maintenance and construction management and emergency management centers as well as rail operations and event promoters. Information from these diverse sources is collected and correlated by this Market Package to detect and verify incidents and implement an appropriate response. This Market Package supports traffic operations personnel in developing an appropriate response in coordination with emergency management, maintenance and construction management, and other incident response personnel to confirmed incidents. The response may include traffic control strategy modifications or resource coordination between center subsystems. Incident response also includes presentation of information to affected travelers using the Traffic Information Dissemination Market Package and dissemination of incident information to travelers through the Broadcast Traveler Information or Interactive Traveler Information Market Packages. The roadside equipment used to detect and verify incidents also allows the operator to monitor incident status as the response unfolds. The coordination with emergency management might be through a CAD system or through other communication with emergency field personnel. The

coordination can also extend to tow trucks and other allied response agencies and field service personnel.

- APTS7 – Multi-modal Coordination: This Market Package was present in the Inland Empire Regional Architecture and was modified to include the Municipal and small transit agencies vehicles Element.

This Market Package establishes two way communications between multiple transit and traffic agencies to improve service coordination. Multimodal coordination between transit agencies can increase traveler convenience at transit transfer points and clusters (a collection of stops, stations, or terminals where transfers can be made conveniently) and also improve operating efficiency. Transit transfer information is shared between Multimodal Transportation Service Providers, Transit Agencies, and ISPs. Coordination between traffic and transit management is intended to improve on-time performance of the transit system to the extent that this can be accommodated without degrading overall performance of the traffic network. More limited local coordination between the transit vehicle and the individual intersection for signal priority is also supported by this package.

- ATIS1 – Broadcast Traveler Information: This Market Package was present in the Inland Empire Regional Architecture and was modified to include Arterial Traffic Data Exchange and Border Region Interfaces.

This Market Package collects traffic conditions, advisories, general public transportation, toll and parking information, incident information, roadway maintenance and construction information, air quality and weather information, and broadly disseminates this information through existing infrastructures and low cost user equipment (e.g., FM subcarrier, cellular data broadcast). The information may be provided directly to travelers or provided to merchants and other traveler service providers so that they can better inform their customers of travel conditions. Different from the Market Package ATMS6 - Traffic Information Dissemination, which provides localized HAR and DMS information capabilities, ATIS1 provides a wide area digital broadcast service. Successful deployment of this Market Package relies on availability of real-time traveler information from roadway instrumentation, probe vehicles or other sources.

Attachment C is the updated listing of Market Packages for the Inland Empire Regional ITS Architecture. It lists the Market Packages along with the respective associated Stakeholders and Elements from the Inland Empire Architecture.

Operational Concepts for New ITS Elements

Operational Concepts in the Inland Empire Regional Architecture are based on, and organized by, Stakeholders, or groupings of Stakeholders. The impacts to the Operational Concepts with the addition of the new ITS Elements are fairly minimal. The primary intent of the newly added Elements is information sharing and coordination, not operational control nor active management of Inland Empire ITS Elements. Additionally, the existing Operational Concepts already cover the newly added Stakeholders. Therefore, the development of, or revisions to,

the Operational Concepts will be deferred for this update to the Inland Empire Regional Architecture.

Project Sequencing

The new Elements added to the Inland Empire Architecture are Terminators – meaning they are on the boundaries (or outside) of the Inland Empire Regional Architecture. They involve Inland Empire Stakeholders, but will most likely not be initiated or led by Inland Empire Stakeholders. Therefore, no new specific projects were developed and added to the Inland Empire Regional Project Sequence as a result of this update to the Architecture.

Interconnects and Information Flows

Because the newly added ITS Elements Interconnect with several other Subsystems within the Inland Empire Regional Architecture, there were many changes to the Interconnect Diagrams that were documented in Appendix F of the Inland Empire Regional ITS Architecture Final Report, dated June 2003. Also, because several information flows from the National ITS Architecture version 4.0 were either discontinued or re-named in version 5.0 of the National ITS Architecture, there were many changes to the Information Flow Diagrams that were documented in Appendix F of the Inland Empire Regional ITS Architecture Final Report, dated June 2003. Therefore, all of the Interconnect Diagrams and Information Flows Diagrams have been regenerated to accurately depict the newly updated Inland Empire Regional Architecture. For consistency sake, those diagrams will continue to be referred to as **Appendix F** for this Technical Memorandum. The Appendix is rather lengthy and the electronic file is rather large, so it will be provided to the Inland Empire Stakeholders under separate cover and as a separate electronic file.

Maintenance Plan

The Maintenance Plan for the region is adequate and no modifications were made.

Functional Requirements and Standards

The new Elements added to the Inland Empire Architecture are Terminators. Functional Requirements are not assigned to Terminators. Therefore, there were no new Functional Requirements added to the Inland Empire Regional Architecture.

ITS Standards are based on Information Flows from the National ITS Architecture. Although the changes in information flows have had no significant impact to the Inland Empire Regional Architecture, many of the information flows names have changed. Therefore, a new ITS Standards Report from Turbo Architecture is included as **Attachment D** to this Technical Memorandum to keep the appropriate ITS Standards for the Inland Empire in alignment with this update to the Inland Empire Architecture.

Next Steps

The maintenance plan for the Inland Empire Regional Architecture requires that the architecture be reviewed periodically and any modifications be made consistent with the planning process in the region.

While the Inland Empire Architecture currently has emergency management elements and services included in this architecture, there were no significant changes in the area of Emergency Management with this maintenance cycle of the regional architecture. It is recommended that future maintenance updates include coordination with emergency management stakeholders and integration of transportation information to more fully respond to the enhanced Emergency Management features of version 5.0 of the National ITS Architecture. The following areas should be considered for more robust inclusion in future versions of the Inland Empire Regional ITS Architecture:

1. Enhancement of Security Coverage

The most significant Version 5.0 enhancement is the improvement of the coverage of transportation security in the National ITS Architecture. These improvements include updates to the physical architecture, Market Packages, logical architecture, and supporting documentation. Using ITS to Enhance Transportation Security is addressed in the following areas: Transit, Rail, Freight and Commercial Vehicle, HAZMAT, Wide Area Alerts, Transportation Infrastructure, and Disaster Response and Evacuation. In addition, guidance is now offered on ways in which ITS can be made more secure. A new security document was created to define and present aspects to ITS-related surface transportation security and their applicability to the National ITS Architecture. It provides context and guidance for using the security-related parts of the National ITS Architecture when developing regional and project ITS architectures.

2. New Disaster Response and Evacuation User Service

Disaster Response and Evacuation was added as the 33rd user service to the architecture. The new user service supports the activities and responsibilities for responding to and recovery efforts for a major disaster. It also supports evacuation and reentry activities. The inclusion of the new user service required additions to both the logical and physical architecture, the introduction of several new Market and Equipment Packages, and updating supporting architecture documentation.

3. New Security Monitoring Subsystem

A new Security Monitoring Subsystem was added that includes surveillance and sensor equipment used to provide enhanced security and safety for transportation facilities or infrastructure.

An assessment of entire Inland Empire Architecture should be performed in advance of the next update to the Regional Transportation Plan (RTP). If it is determined that an update to the Architecture is needed, it should be performed such that the updated Architecture can be used as an input to the RTP.

ATTACHMENT A Conversion Summaries



The following tables represent modifications made when converting the Turbo Architecture files from version 2.0 to version 3.0. These Tables are outputs from Turbo Architecture that document the minute details of the conversion.

Turbo and National ITS Architecture Program Version Detail.

Group Label	Label	Content
Original File Information	Original File	"C:\Inland Empire Final Submittal.zip\Inland Empire Final Submittal.tbo"
Original File Information	Turbo Architecture	"2.0.0 - 4/8/2002 6:53:47 PM"
Original File Information	Physical Architecture	"4.0.0 - 3/15/2002 1:55:56 PM"
Original File Information	Market Packages	"4.0.0 - 3/15/2002 1:55:49 PM"
Original File Information	SDOMAP	"4.0.0 - 3/29/2002 11:24:14 AM"
Converted File Information	Converted File	"C:\Inland Empire ITS Arch\Inland Empire 3.0.tbo"
Converted File Information	Turbo Architecture	"3.0.14 - 3/19/2004 11:24:16 AM"
Converted File Information	Physical Architecture	"5.0.0 - 10/9/2003 10:06:55 AM"
Converted File Information	Market Packages	"5.0.0 - 10/9/2003 10:06:49 AM"
Converted File Information	SDOMAP	"5.0.1 - 2/17/2004 10:50:37 PM"
Architectures Converted	Regional Architecture	"Inland Empire"

Discontinued Flows

During the conversion there were numerous information flows from Turbo 2.0 that were discontinued. Typically, these flows were duplicates of flows already existing or flows that were added with Turbo 3.0.

Source Element	Destination Element	Flow Name	Flow Kind
Caltrans D-8 TMC	CHP CAD System	"incident information request**"	"Discontinued"
Caltrans D-8 TMC	Temecula TOC	"request for road network conditions**"	"Discontinued"
CHP CAD System	CHP Vehicles	"incident command information**"	"Discontinued"
CHP CAD System	Tow Trucks (FSP)	"incident command information**"	"Discontinued"
CHP Vehicles	CHP CAD System	"incident command request**"	"Discontinued"
Corona TMC	Caltrans D-8 Signal Ops	"request for road network conditions**"	"Discontinued"
Corona TMC	Caltrans D-8 TMC	"request for road network conditions**"	"Discontinued"

Source Element	Destination Element	Flow Name	Flow Kind
Corona TMC	Local City and County Signal Systems	"request for road network conditions**"	"Discontinued"
Fontana Emergency Vehicles	Fontana Police Dispatch Center	"incident command request**"	"Discontinued"
Fontana Police Dispatch Center	Fontana Emergency Vehicles	"incident command information**"	"Discontinued"
Fontana TMC	Caltrans D-8 Signal Ops	"request for road network conditions**"	"Discontinued"
Fontana TMC	Caltrans D-8 TMC	"request for road network conditions**"	"Discontinued"
Fontana TMC	Local City and County Signal Systems	"request for road network conditions**"	"Discontinued"
Fontana Traveler Information	Fontana Police Dispatch Center	"incident information request**"	"Discontinued"
Local and other Fire Departments Systems	Local and other Fire Vehicles	"incident command information**"	"Discontinued"
Local Police and Sheriff Departments Systems	Local Police and Sheriff Dept Vehicles	"incident command information**"	"Discontinued"
Local Police and Sheriff Dept Vehicles	Local Police and Sheriff Departments Systems	"incident command request**"	"Discontinued"
Media	Caltrans D-8 TMC	"request for road network conditions**"	"Discontinued"
Media	CHP CAD System	"incident information request**"	"Discontinued"
Media	Fontana Police Dispatch Center	"incident information request**"	"Discontinued"
Media	Local and other Fire Departments Systems	"incident information request**"	"Discontinued"
Media	Local Police and Sheriff Departments Systems	"incident information request**"	"Discontinued"
Metrolink Operations Center	Caltrans D-8 TMC	"request for road network conditions**"	"Discontinued"
Metrolink Operations Center	North Main Corona Metrolink Station Pkg Mgmt System	"transit parking lot response**"	"Discontinued"
Municipal and small transit agencies systems	Corona TMC	"request for road network conditions**"	"Discontinued"
Municipal and small transit agencies systems	North Main Corona Metrolink Station Pkg Mgmt System	"transit parking lot response**"	"Discontinued"
Regional Traveler Information Service Providers	Caltrans D-8 TMC	"request for road network conditions**"	"Discontinued"
Regional Traveler Information Service Providers	Local City and County Signal Systems	"request for road network conditions**"	"Discontinued"
Riverside Freeway Service Patrol	Tow Trucks (FSP)	"incident command information**"	"Discontinued"

Source Element	Destination Element	Flow Name	Flow Kind
RTA Fixed Route	Caltrans D-8 TMC	"request for road network conditions**"	"Discontinued"
RTA Fixed Route	North Main Corona Metrolink Station Pkg Mgmt System	"transit parking lot response**"	"Discontinued"
San Bernardino Freeway Service Patrol	Tow Trucks (FSP)	"incident command information**"	"Discontinued"
SunLine Fixed Route	Caltrans D-8 TMC	"request for road network conditions**"	"Discontinued"
Tow Trucks (FSP)	CHP CAD System	"incident command request**"	"Discontinued"

Mapping ITS Elements to the National ITS Architecture

As mentioned in the architecture update process description, ITS elements in the region were mapped to the National ITS Architecture entities (i.e., subsystems and terminators). Information is exchanged between entities called subsystems and terminators in the National ITS Architecture. Local ITS elements (inventory such as the Inland Empire Call Answering Center, Fontana Traveler Information, etc.) are "mapped" or identified to National ITS Architecture elements (subsystems and terminators such as Emergency Management, Traffic Management, Transit Management and Information Service Providers, etc.).

First the conversion process of the regional architecture to Turbo version 3.0 had to occur. The "Element Mapping Details" table is provided to explain the mapping modifications that occurred during the conversion process. The table is followed by a description of regional ITS elements that were either modified or added to the Inland Empire Regional ITS Architecture in order to facilitate coordination with the SCAG bordering architecture.

Element Mapping Details

Change	Element Name	Old Mapping	New Mapping	Old Kind	New Kind
Replaced	Arizona DOT (ADOT) ATMS	"Other TM"	"Other Traffic Management"	"Terminator"	"Terminator"
Replaced	Caltrans D-8 Signal Ops	"Other TM"	"Other Traffic Management"	"Terminator"	"Terminator"
Replaced	Caltrans D-8 TMC	"Other TM"	"Other Traffic Management"	"Terminator"	"Terminator"
Replaced	CHP CAD System	"Other EM"	"Other Emergency Management"	"Terminator"	"Terminator"
Replaced	Corona TMC	"Other TM"	"Other Traffic Management"	"Terminator"	"Terminator"
Replaced	Fontana Police Dispatch Center	"Other EM"	"Other Emergency Management"	"Terminator"	"Terminator"
Replaced	Fontana TMC	"Other TM"	"Other Traffic Management"	"Terminator"	"Terminator"

Change	Element Name	Old Mapping	New Mapping	Old Kind	New Kind
Replaced	Inland Empire Call Answering Center	"Other EM"	"Other Emergency Management"	"Terminator"	"Terminator"
Replaced	Local and other Fire Departments Systems	"Other EM"	"Other Emergency Management"	"Terminator"	"Terminator"
Replaced	Local City and County Signal Systems	"Other TM"	"Other Traffic Management"	"Terminator"	"Terminator"
Replaced	Local Police and Sheriff Departments Systems	"Other EM"	"Other Emergency Management"	"Terminator"	"Terminator"
Replaced	Metrolink Operations Center	"Other TRM"	"Other Transit Management"	"Terminator"	"Terminator"
Replaced	Municipal and small transit agencies systems	"Other TRM"	"Other Transit Management"	"Terminator"	"Terminator"
Replaced	Nevada DOT (NDOT) ATMS	"Other TM"	"Other Traffic Management"	"Terminator"	"Terminator"
Replaced	Omnitrans Fixed Route	"Other TRM"	"Other Transit Management"	"Terminator"	"Terminator"
Replaced	Omnitrans Paratransit	"Other TRM"	"Other Transit Management"	"Terminator"	"Terminator"
Replaced	Performance Monitoring System (PeMS)	"Other TM"	"Other Traffic Management"	"Terminator"	"Terminator"
Replaced	Riverside Freeway Service Patrol	"Other EM"	"Other Emergency Management"	"Terminator"	"Terminator"
Replaced	RTA Fixed Route	"Other TRM"	"Other Transit Management"	"Terminator"	"Terminator"
Replaced	RTA Paratransit	"Other TRM"	"Other Transit Management"	"Terminator"	"Terminator"
Replaced	San Bernardino Freeway Service Patrol	"Other EM"	"Other Emergency Management"	"Terminator"	"Terminator"
Replaced	SunLine Fixed Route	"Other TRM"	"Other Transit Management"	"Terminator"	"Terminator"
Replaced	SunLine Paratransit	"Other TRM"	"Other Transit Management"	"Terminator"	"Terminator"
Replaced	Temecula TOC	"Other TM"	"Other Traffic Management"	"Terminator"	"Terminator"

ATTACHMENT B Inland Empire ITS Inventory by Stakeholder



Stakeholder	Element	Status	Architecture Entity	
Arizona DOT (ADOT)	Arizona DOT (ADOT) ATMS	Planned	Other Traffic Management (Terminator)	
	California Department of Motor Vehicles (DMV)	Existing	Commercial Vehicle Administration (Subsystem)	
	DMV CVO Administration (Pre-Pass)	Existing	Emergency Management (Subsystem)	
California Highway Patrol (CHP)	CHP CAD System	Existing	Emergency Vehicle Subsystem (Subsystem)	
	CHP Vehicles	Existing	Emergency Management (Subsystem)	
Caltrans D-8	Caltrans D-8 TMC	Existing	Archived Data Management Subsystem (Subsystem)	
	Caltrans D-8 TMC	Existing	Information Service Provider (Subsystem)	
	Caltrans D-8 Maintenance and Construction Mgmt System	Existing	Maintenance and Construction Management (Subsystem)	
	Caltrans D-8 Roadway Maintenance Vehicles	Existing	Maintenance and Construction Vehicle (Subsystem)	
	Caltrans D-8 Signal Ops Roadside Equipment	Existing	Roadway Subsystem (Subsystem)	
	Caltrans D-8 TMC Roadside Equipment	Existing	Roadway Subsystem (Subsystem)	
	Caltrans D-8 Signal Ops	Existing	Traffic Management (Subsystem)	
	Caltrans D-8 TMC	Existing	Traffic Management (Subsystem)	
	Caltrans TMC Data Exchange	Planned	Other Traffic Management (Terminator)	
	Caltrans HQ	Caltrans CVO Administration (Pre-pass)	Existing	Commercial Vehicle Administration (Subsystem)
		CVO Weigh Stations (including weigh-in-motion)	Existing	Commercial Vehicle Check (Subsystem)
	City of Corona	Corona TMC	Existing	Information Service Provider (Subsystem)
		Corona TMC Roadside Equipment	Existing	Roadway Subsystem (Subsystem)
		Corona TMC	Existing	Traffic Management (Subsystem)

Stakeholder	Element	Status	Architecture Entity	
City of Fontana	Fontana Police Dispatch Center	Existing	Emergency Management (Subsystem)	
	Fontana Emergency Vehicles	Existing	Emergency Vehicle Subsystem (Subsystem)	
	Fontana Traveler Information	Existing	Information Service Provider (Subsystem)	
City of Fontana (continued)	Fontana TMC	Existing	Information Service Provider (Subsystem)	
	Fontana TMC Roadside Equipment	Existing	Roadway Subsystem (Subsystem)	
	Fontana TMC	Existing	Traffic Management (Subsystem)	
City of Temecula	Temecula TOC Roadside Equipment	Existing	Roadway Subsystem (Subsystem)	
	Temecula TOC	Existing	Traffic Management (Subsystem)	
General Public	User Personal Computing Devices	Existing	Personal Information Access (Subsystem)	
Local Cities and Counties	Local and other Fire Departments Systems	Existing	Emergency Management (Subsystem)	
	Local Police and Sheriff Departments Systems	Existing	Emergency Management (Subsystem)	
	Local Police and Sheriff Dept Vehicles	Existing	Emergency Vehicle Subsystem (Subsystem)	
	Local and other Fire Vehicles	Existing	Emergency Vehicle Subsystem (Subsystem)	
	Local City and County Roadside Equipment	Existing	Roadway Subsystem (Subsystem)	
	Local City and County Signal Systems	Existing	Traffic Management (Subsystem)	
	Municipal and small transit agencies systems	Existing	Transit Management (Subsystem)	
	Municipal and small transit agencies vehicles	Existing	Transit Vehicle Subsystem (Subsystem)	
	Local Jurisdictions	Arterial Traffic Data Exchange	Planned	Other Traffic Management (Terminator)
		Arterial Traffic Data Exchange	Planned	Other Transit Management (Terminator)
		Arterial Traffic Data Exchange	Planned	Other ISP (Terminator)
		Arterial Traffic Data Exchange	Planned	Other Emergency Management (Terminator)

Stakeholder	Element	Status	Architecture Entity
Metrolink	Metrolink Operations Center	Existing	Transit Management (Subsystem)
	Metrolink Trains	Existing	Transit Vehicle Subsystem (Subsystem)
Neighbor Agencies	Border Region Interfaces	Planned	Other Emergency Management (Terminator)
	Border Region Interfaces	Planned	Other ISP (Terminator)
	Border Region Interfaces	Planned	Other Traffic Management (Terminator)
Nevada DOT (NDOT)	Nevada DOT (NDOT) ATMS	Existing	Other Traffic Management (Terminator)
Omnitrans	Omnitrans Transit Vehicles	Existing	Transit Vehicle Subsystem (Subsystem)
	Omnitrans Fixed Route	Existing	Transit Management (Subsystem)
	Omnitrans Paratransit	Existing	Transit Management (Subsystem)
Partners for Advanced Transit and Highways (PATH)	Performance Monitoring System (PeMS)	Existing	Archived Data Management Subsystem (Subsystem)
	Performance Monitoring System (PeMS)	Existing	Other Traffic Management (Terminator)
Private Commercial Vehicle Owners	Commercial Vehicles	Existing	Commercial Vehicle Subsystem (Subsystem)
Private Tow Companies	Tow Trucks (FSP)	Existing	Emergency Vehicle Subsystem (Subsystem)
Public/Private Information Service Providers	Regional Traveler Information Service Providers	Existing	Information Service Provider (Subsystem)
Railroad Operators	Rail Grade Crossing Warning Eqpt.	Existing	Wayside Equipment (Terminator)

Stakeholder	Element	Status	Architecture Entity
Riverside County Transportation Commission (RCTC)			
	Riverside Freeway Service Patrol	Existing	Emergency Management (Subsystem)
	North Main Corona Metrolink Station Pkg Mgmt System	Planned	Parking Management (Subsystem)
	Riverside County Smart Call Boxes	Existing	Roadway Subsystem (Subsystem)
	Riverside County Call Boxes	Existing	Emergency Telecommunications System (Terminator)
Riverside Transit Agency (RTA)			
	RTA Fixed Route	Existing	Transit Management (Subsystem)
	RTA Paratransit	Existing	Transit Management (Subsystem)
	RTA Transit Vehicles	Existing	Transit Vehicle Subsystem (Subsystem)
San Bernardino Associated Governments (SANBAG)			
	San Bernardino Freeway Service Patrol	Planned	Emergency Management (Subsystem)
	Inland Empire Call Answering Center	Existing	Emergency Management (Subsystem)
	San Bernardino County Smart Call Boxes	Existing	Roadway Subsystem (Subsystem)
	San Bernardino County Call Boxes	Existing	Emergency Telecommunications System (Terminator)
Southern California Association of Governments (SCAG)			
	Data Archive	Existing	Archived Data Management Subsystem (Subsystem)
SunLine Transit Agency			
	SunLine Fixed Route	Existing	Transit Management (Subsystem)
	SunLine Paratransit	Existing	Transit Management (Subsystem)
	SunLine Transit Vehicles	Existing	Transit Vehicle Subsystem (Subsystem)
TV, radio and other media outlets (Internet, kiosks, etc.)			
	Media	Existing	Information Service Provider (Subsystem)
	Media	Existing	Media (Terminator)

ATTACHMENT C

Inland Empire Market Packages



Mkt. Pkgs. Market Package Name	Stakeholder Name	Element Name
ATMS01 Network Surveillance	Caltrans D-8	Caltrans D-8 TMC
	Caltrans D-8	Caltrans D-8 TMC Roadside Equipment
	Caltrans D-8	Caltrans D-8 Signal Ops
	Caltrans D-8	Caltrans D-8 Signal Ops Roadside Equipment
	City of Corona	Corona TMC
	City of Corona	Corona TMC Roadside Equipment
	City of Fontana	Fontana TMC
	City of Fontana	Fontana TMC Roadside Equipment
	City of Temecula	Temecula TOC Roadside Equipment
	City of Temecula	Temecula TOC
	Local Cities and Counties	Local City and County Signal Systems
	Local Cities and Counties	Local City and County Roadside Equipment
	Public/Private Information Service Providers	Regional Traveler Information Service Providers
	San Bernardino Associated Governments (SANBAG)	San Bernardino County Smart Call Boxes

Mkt. Pkgs. Market Package Name	Stakeholder Name	Element Name
ATMS03 Surface Street Control Equipment	Caltrans D-8	Caltrans D-8 Signal Ops Roadside
	Caltrans D-8	Caltrans D-8 Signal Ops
	City of Corona	Corona TMC Roadside Equipment
	City of Corona	Corona TMC
	City of Fontana	Fontana TMC
	City of Fontana	Fontana TMC Roadside Equipment
	City of Temecula	Temecula TOC Roadside Equipment
	City of Temecula	Temecula TOC
	Local Cities and Counties	Local City and County Signal Systems
	Local Cities and Counties	Local City and County Roadside Eqpt
ATMS03 Surface Street Control	Caltrans D-8	Caltrans D-8 TMC
ATMS04 Freeway Control	Caltrans D-8	Caltrans D-8 TMC Roadside Equipment
ATMS05 HOV Lane Management	Caltrans D-8	Caltrans D-8 TMC
ATMS06 Traffic Information Dissemination	Caltrans D-8	Caltrans D-8 TMC Roadside Equipment
	California Highway Patrol (CHP)	CHP CAD System
	Caltrans D-8	Caltrans D-8 TMC Roadside Equipment
	Caltrans D-8	Caltrans D-8 Maint and Const Mgmt
	Caltrans D-8	Caltrans D-8 TMC
	City of Fontana	Fontana TMC Roadside Equipment
	City of Fontana	Fontana Traveler Information
	City of Fontana	Fontana Police Dispatch Center
	City of Fontana	Fontana TMC
	Metrolink	Metrolink Operations Center
	Public/Private Information Service Providers	Regional Traveler Info Svc Providers
	TV, radio and other media outlets (Internet, kiosks, etc.)	Media

Mkt. Pkgs. Market Package Name	Stakeholder Name	Element Name
ATMS07 Regional Traffic Control	Caltrans D-8 City of Corona City of Fontana City of Temecula Local Jurisdictions Neighbor Agencies	Caltrans TMC Data Exchange Corona TMC Fontana TMC Temecula TOC Arterial Traffic Data Exchange Border Region Interfaces
ATMS08 Traffic Incident Management System	California Highway Patrol (CHP) California Highway Patrol (CHP)	CHP Vehicles CHP CAD System
ATMS08 Traffic Incident Management System	Caltrans D-8 Caltrans D-8 Caltrans D-8 City of Corona City of Corona	Caltrans D-8 Maint & Const Mgmt Caltrans D-8 TMC Caltrans D-8 TMC Roadside Equipment Corona TMC Corona TMC Roadside Equipment

Mkt. Pkgs. Market Package Name

ATMS08
Dispatch Center

Stakeholder Name

Traffic Incident Management System

Element Name

City of Fontana Fontana Police

City of Fontana	City of Fontana	Fontana Traveler Information
City of Fontana	City of Fontana	Fontana TMC Roadside Equipment
City of Fontana	City of Fontana	Fontana TMC
City of Temecula	City of Temecula	Temecula TOC
City of Temecula	City of Temecula	Temecula TOC Roadside Equipment
Local Cities and Counties	Local Cities and Counties	Local Police and Sheriff Dept Systems
Local Cities and Counties	Local Cities and Counties	Local Police and Sheriff Dept Vehicles
Local Cities and Counties	Local Cities and Counties	Local and other Fire Dept Systems
Local Cities and Counties	Local Cities and Counties	Local and other Fire Vehicles
Local Jurisdictions	Local Jurisdictions	Arterial Traffic Data Exchange
Neighbor Agencies	Neighbor Agencies	Border Region Interfaces
Private Tow Companies	Private Tow Companies	Tow Trucks (FSP)
Public/Private Information Service Providers	Public/Private Information Service Providers	Regional Traveler Info Svc Providers
Riverside County Transp. Commission (RCTC)	Riverside County Transp. Commission (RCTC)	Riverside Freeway Service Patrol
San Bernardino Associated Gov. (SANBAG)	San Bernardino Associated Gov. (SANBAG)	San Bernardino Freeway Service Patrol
TV, radio and other media outlets	TV, radio and other media outlets	Media
Traffic Forecast and Demand Management Partners for Adv. Transit and Highways (PATH)	Traffic Forecast and Demand Management Partners for Adv. Transit and Highways (PATH)	Performance Monitoring System
Standard Railroad Grade Crossing	Caltrans D-8	Caltrans D-8 Signal Ops Roadside Eqpt
	City of Corona	Corona TMC Roadside Equipment
Standard Railroad Grade Crossing	City of Fontana	Fontana TMC Roadside Equipment
	Local Cities and Counties	Local City and County Roadside Eqpt
	Railroad Operators	Rail Grade Crossing Warning Eqpt
Parking Facility Management	Riverside County Transp. Commission (RCTC)	North Main Corona Metrolink Station Pkg Mgmt Sys tem

Mkt. Pkgs. Market Package Name	Stakeholder Name	Element Name
MC01 Maint and Const Vehicle & Eqpt Tracking	Caltrans D-8 Caltrans D-8	Caltrans D-8 Roadway Maintenance Vehicles Caltrans D-8 Maint & Const Mgmt
MC03 Road Weather Data Collection	Caltrans D-8 Caltrans D-8	Caltrans D-8 TMC Caltrans D-8 TMC Roadside Equipment
MC04 Weather Info Processing and Distribution	California Highway Patrol (CHP) Caltrans D-8	CHP CAD System Caltrans D-8 TMC
MC10 Maintenance and Construction Activity Coordination	California Highway Patrol (CHP) Caltrans D-8 Caltrans D-8 Caltrans D-8 City of Corona City of Fontana City of Temecula Local Cities and Counties Public/Private Information Service Providers TV, radio and other media outlets (Internet, kiosks, etc.)	CHP CAD System Caltrans D-8 Maint & Const Mgmt Caltrans D-8 TMC Corona TMC Fontana TMC Temecula TOC Local City and County Signal Systems Regional Traveler Info Svc Providers Media

Mkt. Pkgs. Market Package Name

APTS1 Transit Vehicle Tracking

systems
vehicles

Stakeholder Name

Local Cities and Counties

Local Cities and Counties

Metrolink

Omnitrans

Omnitrans

Omnitrans

Riverside Transit Agency (RTA)

Riverside Transit Agency (RTA)

Riverside Transit Agency (RTA)

SunLine Transit Agency

SunLine Transit Agency

SunLine Transit Agency

Metrolink

Omnitrans

Omnitrans

Riverside Transit Agency (RTA)

Riverside Transit Agency (RTA)

SunLine Transit Agency

SunLine Transit Agency

Element Name

Municipal and small transit agencies

Municipal and small transit agencies

Metrolink Operations Center

Omnitrans Paratransit

Omnitrans Fixed Route

Omnitrans Transit Vehicles

RTA Fixed Route

RTA Transit Vehicles

RTA Paratransit

SunLine Fixed Route

SunLine Paratransit

SunLine Transit Vehicles

Metrolink Operations Center

Omnitrans Fixed Route

Omnitrans Transit Vehicles

RTA Transit Vehicles

RTA Fixed Route

SunLine Transit Vehicles

SunLine Fixed Route

APTS2 Transit Fixed-Route Operations

Mkt. Pkgs. Market Package Name	Stakeholder Name	Element Name
Demand Response Transit Operations	Local Cities and Counties	Municipal and small transit agencies
APTS3 vehicles	Local Cities and Counties	Municipal and small transit agencies
systems	Omnitrans	Omnitrans Transit Vehicles
	Omnitrans	Omnitrans Paratransit
	Riverside Transit Agency (RTA)	RTA Transit Vehicles
	Riverside Transit Agency (RTA)	RTA Paratransit
	SunLine Transit Agency	SunLine Transit Vehicles
	SunLine Transit Agency	SunLine Paratransit
Transit Passenger and Fare Management	Local Cities and Counties	Municipal and small transit agencies
APTS4 vehicles	Local Cities and Counties	Municipal and small transit agencies
systems	Local Cities and Counties	Municipal and small transit agencies
	Omnitrans	Omnitrans Transit Vehicles
	Omnitrans	Omnitrans Fixed Route
	Omnitrans	Omnitrans Paratransit
	Riverside Transit Agency (RTA)	RTA Paratransit
	Riverside Transit Agency (RTA)	RTA Transit Vehicles
	Riverside Transit Agency (RTA)	RTA Fixed Route
	SunLine Transit Agency	SunLine Fixed Route
	SunLine Transit Agency	SunLine Paratransit
	SunLine Transit Agency	SunLine Transit Vehicles

Mkt. Pkgs.	Market Package Name	Stakeholder Name	Element Name
APTS5	Transit Security	Local Cities and Counties Metrolink Omnitrans Omnitrans	Local Police and Sheriff Dept Systems Metrolink Operations Center Omnitrans Transit Vehicles Omnitrans Fixed Route
APTSS	Transit Security	Riverside Transit Agency (RTA) Riverside Transit Agency (RTA) SunLine Transit Agency SunLine Transit Agency	RTA Transit Vehicles RTA Fixed Route SunLine Transit Vehicles SunLine Fixed Route
APTS6	Transit Maintenance	Metrolink Omnitrans Omnitrans Riverside Transit Agency (RTA) Riverside Transit Agency (RTA) SunLine Transit Agency SunLine Transit Agency	Metrolink Operations Center Omnitrans Fixed Route Omnitrans Transit Vehicles RTA Fixed Route RTA Transit Vehicles SunLine Fixed Route SunLine Transit Vehicles

Mkt. Pkgs. Market Package Name

APTS7 Multi-modal Coordination

Stakeholder Name

Caltrans D-8
Caltrans D-8
City of Corona
City of Corona
City of Fontana
City of Fontana
Local Cities and Counties

Local Cities and Counties
Local Cities and Counties
Local Jurisdictions
Omnitrans
Omnitrans
Riverside County Transp. Commission (RCTC)

Riverside Transit Agency (RTA)
Riverside Transit Agency (RTA)
SunLine Transit Agency
SunLine Transit Agency

Element Name

Caltrans D-8 Signal Ops
Caltrans D-8 Signal Ops Roadside Eqpt
Corona TMC Roadside Equipment
Corona TMC
Fontana TMC Roadside Equipment
Fontana TMC
Municipal and small transit agencies

Local City and County Roadside Eqpt
Local City and County Signal Systems
Arterial Traffic Data Exchange
Omnitrans Fixed Route
Omnitrans Transit Vehicles
North Main Corona Metrolink Station
Pkg Mgmt Sys.
RTA Fixed Route
RTA Transit Vehicles
SunLine Fixed Route
SunLine Transit Vehicles

vehicles

APTS7 Multi-modal Coordination

Mkt. Pkgs. Market Package Name

APTS8 Transit Traveler Information

Stakeholder Name

General Public
Metrolink
Omnitrans
Omnitrans
Public/Private Information Service Providers
Riverside Transit Agency (RTA)
Riverside Transit Agency (RTA)
SunLine Transit Agency
SunLine Transit Agency
California Highway Patrol (CHP)
Caltrans D-8
Caltrans D-8
City of Fontana
City of Fontana
General Public
Local Cities and Counties
Local Jurisdictions
Metrolink
Neighbor Agencies
Public/Private Information Service Providers
Riverside County Transp. Commission (RCTC)
Pkg Mgmt.
TV, radio and other media outlets

Element Name

User Personal Computing Devices
Metrolink Operations Center
Omnitrans Transit Vehicles
Omnitrans Fixed Route
Regional Traveler Info Svc Providers
RTA Fixed Route
RTA Transit Vehicles
SunLine Fixed Route
SunLine Transit Vehicles
CHP CAD System
Caltrans D-8 Maint & Const Mgmt
Caltrans D-8 TMC
Fontana Traveler Information
Fontana TMC
User Personal Computing Devices
Local Police and Sheriff Dept Systems
Arterial Traffic Data Exchange
Metrolink Operations Center
Border Region Interfaces
Regional Traveler Info Svc Providers
North Main Corona Metrolink Station
Media

ATIS1 Broadcast Traveler Information

Mkt. Pkgs.	Market Package Name	Stakeholder Name	Element Name
CVO03	Electronic Clearance	Caltrans HQ	Caltrans CVO Administration (Pre-pass)
		Caltrans HQ	CVO Weigh Stations (weigh-in-motion)
		Private Commercial Vehicle Owners	Commercial Vehicles
CVO04	CV Administrative Processes	Caltrans HQ	Caltrans CVO Administration (Pre-pass)
CVO06	Weigh-In-Motion	Caltrans HQ	CVO Weigh Stations (weigh-in-motion)
		Private Commercial Vehicle Owners	Commercial Vehicles
EM01	Emergency Call-Taking and Dispatch	California Highway Patrol (CHP)	CHP Vehicles
		California Highway Patrol (CHP)	CHP CAD System
		Caltrans D-8	Caltrans D-8 TMC
		City of Fontana	Fontana Police Dispatch Center
		City of Fontana	Fontana Emergency Vehicles
		Local Cities and Counties	Local Police and Sheriff Dept Systems
		Local Cities and Counties	Local Police and Sheriff Dept Vehicles
		Local Cities and Counties	Local and other Fire Dept Systems
		Local Cities and Counties	Local and other Fire Vehicles
EM01	Emergency Call-Taking and Dispatch	Private Tow Companies	Tow Trucks (FSP)
		Riverside County Transportation Commission (RCTC)	Riverside Freeway Svc Patrol
		San Bernardino Associated Governments (SANBAG)	San Bernardino Freeway Svc Patrol

Mkt. Pkgs. Market Package Name

EM02 Emergency Routing

Stakeholder Name

California Highway Patrol (CHP)
California Highway Patrol (CHP)
Caltrans D-8
Caltrans D-8
City of Corona
City of Corona
City of Fontana
City of Temecula
City of Temecula
Local Cities and Counties
California Highway Patrol (CHP)
Private Tow Companies

Element Name

CHP Vehicles
CHP CAD System
Caltrans D-8 Signal Ops
Caltrans D-8 Signal Ops Roadside Eqpt
Corona TMC
Corona TMC Roadside Equipment
Fontana TMC Roadside Equipment
Fontana Police Dispatch Center
Fontana TMC
Fontana Emergency Vehicles
Temecula TOC
Temecula TOC Roadside Equipment
Local Police and Sheriff Dept Systems
Local Police and Sheriff Dept Vehicles
Local and other Fire Dept Systems
Local and other Fire Vehicles
Local City and County Signal Systems
Local City and County Roadside Eqpt
CHP CAD System
Tow Trucks (FSP)

EM02 Emergency Routing

EM04 Roadway Service Patrols

Mkt. Pkgs. Market Package Name

AD1 ITS Data Mart

Stakeholder Name

California Highway Patrol (CHP)
Caltrans D-8
Caltrans D-8
Caltrans HQ
Local Cities and Counties

Element Name

CHP CAD System
Caltrans D-8 TMC
Caltrans D-8 TMC Roadside Equipment
Caltrans CVO Administration (Pre-pass)
Municipal and small transit agencies

systems

Metrolink

Metrolink Operations Center

Omnitrans

Omnitrans Paratransit

Omnitrans

Omnitrans Fixed Route

Riverside County Transp. Commission (RCTC)

North Main Corona Metrolink Station

Pkg Mgmt

Riverside Transit Agency (RTA)

RTA Paratransit

Riverside Transit Agency (RTA)

RTA Fixed Route

San Bernardino Assoc. Governments (SANBAG)

San Brndno County Smart Call Boxes

San Bernardino Assoc. Governments (SANBAG)

San Bmdno Freeway Service Patrol

Southern California Association of Governments (SCAG)

Data Archive

SunLine Transit Agency

SunLine Paratransit

SunLine Transit Agency

SunLine Fixed Route

California Highway Patrol (CHP)

CHP CAD System

Caltrans D-8

Caltrans D-8 TMC

Caltrans D-8

Caltrans D-8 TMC Roadside Equipment

Southern California Association of Governments

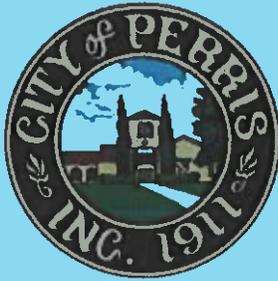
Data Archive (SCAG)

AD2 ITS Data Warehouse

ATTACHMENT D
Inland Empire ITS Standards
(insert after this page, provided as a separate electronic file)



inland empire update summary - submittal.doc



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** May 28, 2019
- SUBJECT:** Consideration to award a contract to Community Works Design Group for professional architectural services and to appropriate funds for said architectural services as well as for the preparation of Proposition 68 Statewide Park Grant for the Future Enchanted Hills Park Project
- REQUESTED ACTION:** That the City Council award a contract to Community Works Design Group for a total of \$31,010 for the professional architectural design services; Authorize the City Manager to enter into contract with Community Works Design Group; and Appropriate \$56,000 from Industrial Park Development Impact Fund to Enchanted Hills Park Project Fund for Preparation of Proposition 68 Statewide Park Grant Program for the Future Enchanted Hills Park Project
- CONTACT:** Sabrina Chavez, Community Services Director *SC*
-

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.

The California Department of Parks and Recreation Office of Grants and Local Services has a grant opportunity under the Proposition 68 Statewide Park Program ("SPP") Grant for the development of new parks, expansion, or revitalization of existing parks for a maximum amount of \$8.5 million. Eligible projects are those that are in critically underserved communities and have 0 acres of park accessibility. The Enchanted Hills Park Project fits the criteria for a competitive application.

The preparation of the grant application requires a minimum of five community outreach meetings to assist in the development of the park design conceptual. Documents needed for the application also include demographics, community need, and environmental compliance. The professional landscape architect services will allow for a comprehensive park design conceptual to be submitted with the application to be ready for construction.

City Staff conducted interviews on April 11, 2019 for the grant writing and outreach services required for the SPP grant application. Four firms were interviewed and the results were presented at the Parks and Recreation Committee on April 17, 2019. Interwest Consulting Group was selected to provide the grant writing and outreach services for a total amount of \$20,000. Ms. Pamela Yugar of Interwest Consulting Group, who will be the lead writer for the grant application, was part of the California State Parks and Recreation Office committee who drafted the application guide for the SPP Grant and has over twenty-eight years' experience in park development and community engagement. City Staff also conducted interviews on May 8, 2019 for professional landscape architect services to develop an updated concept park plan based on community feedback for the future Enchanted Hills Park Project. Results were presented at the Parks and Recreation Committee on May 15, 2019 and Community Works Design Group was selected as the architectural firm for the park project for a total amount of \$31,010. Community Works Design Group has vast experience in providing innovative park designs that include the natural topography, environmental sustainability, and recreational amenities to best fit the surrounding community. If City is awarded the SPP grant, architectural design service-related costs is reimbursable to the City.

BUDGET (or FISCAL) IMPACT:

Costs associated for preparation of the SPP Grant requires City Council approval of a budget amendment in Fiscal Year 2018-2019, allocating a total amount of \$56,000 from the Industrial Park Development Impact Fund to Enchanted Hills Park Project Fund (CIP P034).

Prepared by: Eduardo Sida, Management Analyst

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____



Attachments: Draft Community Works Design Group Contract Service Agreement

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

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

COMMUNITY WORKS DESIGN GROUP FOR

ENCHANTED HILLS PARK DESIGN PROJECT

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 Community Works Design Group, a [California corporation] ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of thirty one thousand ten dollars and no cents (**\$31,010**) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid monthly.

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties 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.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until December 31, 2020.

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

6.0 MISCELLANEOUS

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

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

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

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to

the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Richard Belmudez, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
Community Works Design Group
4649 Brockton Ave
Riverside, Ca 92506

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

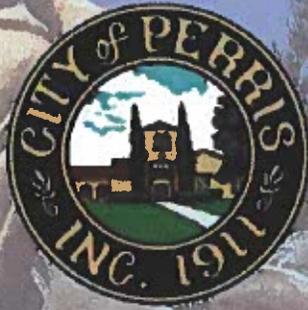
(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

See attached proposal "Proposal for Professional Design Services - Enchanted Hills Park" dated April 8, 2019. See attached proposal for project timeline following professional design services proposal.



PROPOSAL FOR PROFESSIONAL DESIGN SERVICES:

ENCHANTED HILLS PARK

SUBMITTED BY:





April 8, 2019

Ms. Sabrina Chavez, Director of Community Services and Housing
CITY OF PERRIS
101 N. 'D' Street
Perris, CA 92570

**RE: Proposal for Professional Landscape Architectural Services:
Enchanted Hills Park**

Dear Ms. Chavez and Members of the Consultant Selection Committee:

On behalf of the firm of Community Works Design Group (CWDG), we are pleased to present this proposal to provide professional design services for Enchanted Hills Park in the City of Perris.

We have reviewed the conceptual plan and grading plans prepared by Hirsch and Associates, and understand that the proposed scope begins by refining the previously developed concept to align with the input from upcoming community meetings. This is very similar to where our firm "entered the picture" for the CPRS Award of Excellence in Park Planning winner, Mercado Park, in refining an initial concept prepared by another firm, so we are certain that we can provide a seamless transition, should the City choose to award this project to our team.

This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The members of the Design Team and I appreciate your consideration of our team for the Enchanted Hills Park project.

Respectfully submitted,

COMMUNITY WORKS DESIGN GROUP

A handwritten signature in black ink, appearing to read "Tim", with a long horizontal stroke extending to the right.

Timothy I. Maloney ASLA, CPRS
President
Landscape Architect CA# 2110 / NV# 389
tim@cwdg.fun

A handwritten signature in black ink, appearing to read "Scott", with a large, stylized loop at the end.

Scott Rice ASLA, LEED AP, CASp
Vice President
Landscape Architect CA #5111 / NY #2645
Certified Access Specialist CASp-709
scott@cwdg.fun

FIRM/ TEAM OVERVIEW



COMMUNITY WORKS DESIGN GROUP - LLC (CWDG)

Landscape Architecture - Planning

4649 Brockton Avenue

Riverside, California 92506

(951) 369-0700

Federal I.D. 82-1854334

Registered Small Business #1769579

PRINCIPALS: Tim Maloney ASLA, CPRS - President
Scott Rice ASLA, LEED AP, CAsp - Vice President

Community Works Design Group was established in 1985 and provides municipal planning services throughout the State of California. The firm focuses on Park, Recreation, Streetscape and Trails Planning projects. CWDG has a ready and available staff of seven highly professional individuals. We draw on three Licensed Landscape Architects, two of whom are LEED Accredited Professionals, as well as an in-house Civil Engineering, Certified Irrigation Designer/ Certified Landscape Irrigation Auditor, and Certified Access Specialist.

Community Works Design Group does what its name implies - it assists communities with the design of park projects that "Work". Our focus is on park and recreation and municipal projects and has been since day one in 1985. (That's 34 Years!!!) We come from "your side of the fence". Tim Maloney worked in municipal park and recreation departments. Tim Maloney worked for the City of San Luis Obispo as a Park Planner, and Scott Rice has served as the City Landscape Architect for City of Highland continuously since 2005.

The company is has always been financially solid. We have never been found "at fault" in any litigations (3 in company history). We have never been debarred or have any blemishes on the corporate name. We have no known conflicts of interest with the City or its employees.

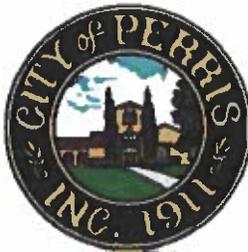
CWDG HAS DESIGNED OVER
250 PARK PROJECTS IN OUR
34 YEAR HISTORY, INCLUDING 35
PARKS WITHIN THE PAST 5 YEARS



"Designing your Dreams" starts here at our two story design studio - complete with an indoor spiral slide and a 25' swing!



ORGANIZATION CHART



SCOTT RICE ASLA, LEED AP, CASp
PRINCIPAL - PROJECT COORDINATOR
 Landscape Architect, #5111 (CA), #2645 (NY)
 18 Years Landscape Architectural Experience
 Has Designed Over 100 Parks

ALLISON RUSH ASLA
SENIOR PROJECT MANAGER
 Landscape Architect, #6378 (CA)

TIM MALONEY ASLA, CPRS
**PRINCIPAL - QUALITY CONTROL/
 QUALITY ASSURANCE**
 Landscape Architect, #2110 (CA), #385 (NV)
 40 Years Landscape Architectural Experience

SUPPORT STAFF:
 Bud Fish - Civil Engineer
 Diego Lopez - Landscape Designer
 Cindy Ingram - Clerical Support

KAY KITE CID, CLIA, RWSS, CPSI
IRRIGATION DESIGNER
 Certified Irrig. Des. Water Auditor
 20 Years Irrigation Design Experience

**LOCALLY-BASED
 SUBCONSULTANTS
 (as needed):**
 LAND SURVEYING
 GEOTECHNICAL ENGINEERING
 STRUCTURAL ENGINEERING
 ELECTRICAL ENGINEERING
 ETC.

PRIMARY CONTACT INFORMATION

CWDG: Scott Rice, Vice President
 scott@cwdg.fun
 (951) 369-0700

TEAM INFORMATION

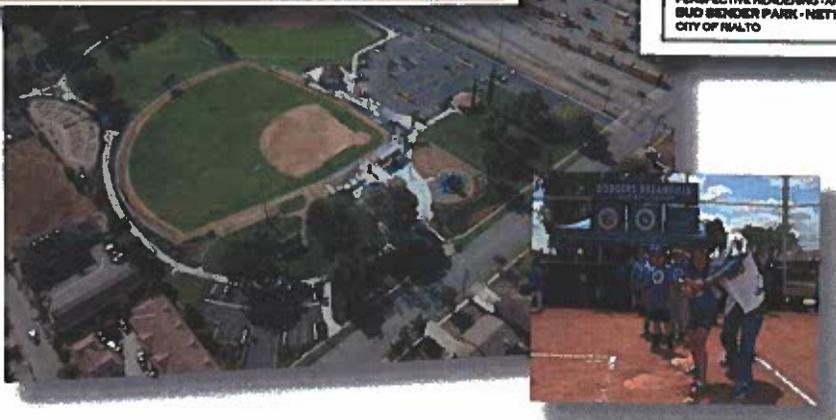
Scott Rice will serve as the Project Principal and Allison Rush will be the Senior Project Manager assigned to work with the team. Kay Kite will handle all Irrigation portions of the project. Tim Maloney will be providing all Quality Assurance and Quality Control. CWDG will not replace any of the above-listed key team members without prior consultation with the City of Perris.



REFERENCES

Community Works Design Group (CWDG) excels in providing Landscape Architectural and Park Planning Services for our municipal clients. *In addition to work previously performed for the City of Perris, we encourage you to reach out to the following clients for a candid assessment of our ability to maintain proactive, dedicated service on the successful execution of multiple projects:*

- Client:** CITY OF RIALTO
- Services rendered within past 3 years (since 2016):** CWDG served as prime consultant for various Park Planning Services at five City park sites for \$25+ million in park improvements, including community design process, conceptual design, 3d modeling, construction drawings, construction administration.
- CWDG Staffing:** Project Principals: Tim Maloney and Scott Rice
Project Managers: Scott Rice, Kay Kite, Allison Rush
- Contact:** Robert Eisenbeisz, Public Works Director
(909) 820-2602
reisenbeisz@rialto.ca.gov
- Reference Projects:** Bud Bender Park: Renovation to Existing 8 ac. Park (\$2.5 M/ Comp. 2016);
Andreson and Rialto City Parks: Restroom, Concession/ ADA Improvements (\$1 M/ Completed 2017-2018);
Joe Sampson Park: 8 ac. New Neighborhood Park (\$5.5 M/ Opened February 2019);
Frisbie Park: 16.7 ac. Renovation + Expansion (\$18 M/ Const. Begins Spring 2019)



The Bud Bender Park Improvement project involved the coordination between multiple City departments, local residents and key stakeholders. CWDG worked diligently to provide modern park improvements while preserving large shade trees, a group picnic shelter, and an Adobe building.



Client:

CITY OF RIALTO (continued)

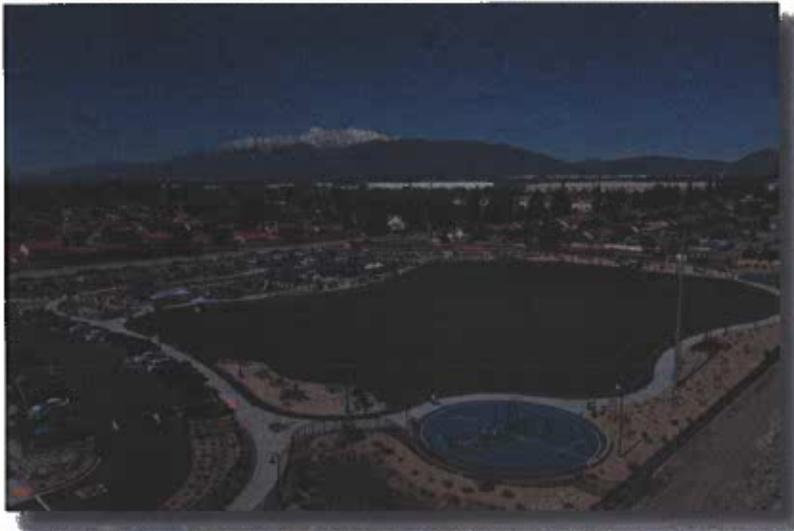


Joe Sampson Park:

8 ac. New Neighborhood Park
(\$5.5 M/ Opened February 2019)

Notable Features:

- *Dry-stream infiltration feature along its south and west perimeter, constructed of rock harvested during on-site grading operations*
- *Custom "Rialto" bridge over dry stream at main entry*
- *California-friendly planting palette, generally consisting of low water use plants, irrigated by Calsense ET adjusted controller*
- *Porous rubberized jogging track at perimeter of sports field, keeping overspray off impervious surfaces*



“ We found the CWDG team, led by Scott Rice, to be very proactive, friendly, and detailed throughout the construction of Joe Sampson Park. ”

Sam Kasbar, VP
KASA Construction
samk@kasaconstruction.com



Client: CITY OF RIALTO (continued)



**MASTER PLAN
FRISBIE PARK EXPANSION**
MAY 24, 2018



Frisbie Park:
16.7 ac. Renovation + Expansion
(\$18 M/ Const. Begins Spring 2019)

Notable Features:

- Park designed with direct input from City Maintenance staff, including materials selection, amenity arrangement to allow proper clearances for service equipment
- Complete analysis and renovation of all accessibility (ADA) aspects of existing park, led by CWDG's in-house Certified Access Specialist (CAsp)
- Several existing heritage trees protected in place



**CONCEPT RENDERING
DOG PARK AT FRISBIE PARK**
CITY OF RIALTO



We have provided a few more examples of renderings that were prepared by CWDG and utilized during the public outreach phases of the Frisbie Park Renovation and Expansion project for the City of Rialto.



Client: JURUPA AREA RECREATION & PARK DISTRICT (JARPD)

Services rendered within past 3 years (since 2016): CWDG served as prime consultant for various park design and renovation projects throughout the District. CWDG also has provided all Landscape Plan Check and Inspection Services for the District continuously since 2015.

CWDG Staffing: Project Principals: Tim Maloney and Scott Rice
Project Managers: Scott Rice, Kay Kite, Allison Rush

Contact: Colby Diuguid, General Manager
(951) 361-2090
colby@jarpd.org

Reference Projects: Various Playground Renovation Projects - \$1 million (Completed 2017-2018)
Veterans Park Renovation and Splash Pad - \$1 million (Opened October 2018)
Horseshoe Lake Park Improvements - \$3 million (Construction begins Summer 2019)



**Horseshoe Lake Park
Notable Features:**

- Entire park utilizes solar power for lighting and irrigation control
- Balanced grading on-site (no import or export)
- Existing vernal pools protected in place
- Pervious paving used for walking paths



CWDG and JARPD met on-site with residents surrounding the park site, to physically identify locations of all proposed features.



Client: CITY OF BEVERLY HILLS

Services rendered: CWDG served as prime consultant for various park design and renovation projects throughout the City.

CWDG Staffing: Project Principals: Tim Maloney
Project Managers: Scott Rice, Kay Kite

Contact: Mandana Motahari, City Architect
(310) 288-2866
mmotahari@beverlyhills.org

Reference Projects: Hamel Mini-Park (below - renovation)
Beverly Gardens Park (renovation)
Roxbury Park (renovation)
La Cienega Park (renovation)
Will Rogers Park (renovation)



“ We have worked with CWDG for over 30 years on a variety of park projects. We enjoy working with their leadership team and have found them to be efficient and timely in their responses. ”

**Mitch Adkison, VP
Adkan Engineers
madkison@adkan.com**



PROJECT MANAGEMENT, STAFF AVAILABILITY AND DETAILED PROJECT WORK PLAN

STAFF AVAILABILITY: All staff members listed in this proposal are available to begin work immediately upon City request. We guarantee that we will adjust our master schedule to dedicate sufficient resources to the Enchanted Hills Park project.

ORGANIZATION AND SCHEDULING: We will provide the City with a critical path schedule, prepared in Microsoft Project, and will adhere to the schedule we present. Our office holds weekly Staff Meetings where we review ALL of our current projects, and the Principals have total accountability with the Project Managers to adhere to all set deadlines. We will keep key staff consistent, so that everyone remains on the same page.

DELIVERABLES: We will provide all levels of deliverables outlined in the proposal. We utilize a wide variety of software, including AutoCAD 2018, Adobe Creative Cloud, Microsoft Office, SketchUp Pro 3-d, and much more. We will provide hard copy and digital media in PDF or any requested format.

OUR APPROACH: Our approach to design and quality control is unique to the industry. Every design project is assigned one Licensed Landscape Architect as Project Principal, one Licensed Landscape Architect as Project Manager, and one Assistant Project Manager. CWDG realizes that our success is based on our ability to deliver projects on time and within budget. This team approach will guarantee that the project comes in on budget and stays on budget with minimal change orders. CWDG can also offer complete construction administration and construction management services to assist the City at whatever level is desired.

WHAT SETS CWDG APART: While there are many similarities between municipal design projects, we have developed an understanding of what it takes for a project to truly stand apart and shine, as evidenced in our consistent winning of CPRS Awards of Excellence in Park Planning and APWA Project



of Merit awards. Our team offers a wide variety of in-house services, such as Irrigation Auditing via our Certified Landscape Irrigation Auditor, and Accessibility Evaluation from our Certified Access Specialist (CAsp), that are dovetailed into our final products.

COMMUNITY DESIGN PROCESS: whenever possible, we employ what we call the “FUNnel” approach to take the multitude of “wants” and narrow them down to a final concept that reflects the best interests of the City and its constituents- and we do so in a FUN way! We typically start by gathering general information by means of online and mail-out surveys ahead of the public design meetings, with ongoing input from the City, so that we can begin to prepare informed design decisions to facilitate a conceptual design that reflects the community’s interest and not OUR interests. During design meetings, we utilize a proprietary push button remote voting system called Infowhise Reply Interact which allows the audience to vote privately and see real-time results. As a standard practice, we provide scaled 3-d modeling to help the community understand how the proposed park improvements will actually appear, to help identify any conflicts well ahead of construction.

WORKING WITH CITY STAFF AND POLICY-MAKING AGENCIES AND STAKEHOLDERS: As we have worked on park projects in Perris and neighboring Cities, our team is very well versed in the intricacies of the City, and have a great rapport and positive working relationship with all key parties. We are confident that we can continue providing the high quality of service the City has come to expect from CWDG into the future!

OUR “NOT SO SECRET” INGREDIENT TO SUCCESSFUL PROJECTS is remaining in close, ongoing communication with the City and all key stakeholders throughout the life of the project - from concept to construction!

OUR RECORD OF MEETING SCHEDULES ON SIMILAR PROJECTS: We invite you to contact our listed references for confirmation of CWDG’s ability to meet deadlines and critical path schedule milestones. This is especially apparent with our various projects for Jurupa Area Recreation and Park District, where the project funding is directly connected to grant deadlines.

“The City of Ojai has had many successes in working with the Community Works Design Group team for many years on various projects - from skate park design and management to the Sarzotti Park Master Plan. Their creativity and willingness to work well beyond the scope of the project in order to exceed our City’s needs is just extraordinary. They have always been there for our City and they have always been on time and within budget time and time again.”

Steve McClary - City Manager
City of Ojai



PROJECT UNDERSTANDING AND APPROACH

As previously discussed, our firm specializes in Park Planning and Landscape Architectural consulting for various Cities, Counties and Special Districts throughout the State. As such, we are ready to jump right in and begin working as an extension of City of Perris staff.

Key staff will consist of Scott Rice, Principal, serving as Project Coordinator, Allison Rush, Senior Project Manager, serving as Project Manager, and Tim Maloney, Principal, serving as Quality Assurance/ Quality Control. Please see our organization chart as well as our resumes in this Proposal.

LOCAL PARTICIPATION - SUBCONSULTANTS

While we have an extensive history of working with our “home team” of subconsultants, our standard practice is to hire locally-based subconsultants for many support roles on City projects, whenever feasible. These include land surveyors, electrical engineers, structural engineers, and so on, when necessary for a particular park project. We will hire locally-based consultants for City of Perris projects as needed. We anticipate that locally-based subconsultants would make up between 10% and 20% of our total dollar value of services rendered, depending on specific project scope.

In this case, our “home team” primarily consists of locally available consultants, including the following:

- SURVEYING / CIVIL ENGINEERING: Adkan Engineers Riverside
- ELECTRICAL: RASC Engineering Rancho Cucamonga
- GEOTECHNICAL: LOR Geotechnical Riverside
- STRUCTURAL: Innovative Structural Temecula

QUESTIONS/ PROPOSED CHANGES TO STANDARD CONTRACT

We (CWDG) do not propose any edits to the City’s current Agreement for Professional Consultant Services.



COST ESTIMATING

We understand the importance of defining realistic construction costs and cost increase projections when chasing grant funds. Our firm excels in this type of cost estimating, as we regularly prepare detailed construction plans, details, specifications and estimates for park projects, and strive to make our construction drawing packages the most biddable and buildable across the industry. Since we perform Landscape Plan Check for various agencies, our finger remains on the pulse of the industry, and are able to glean tips and tricks to making plans more readable, maintaining a good balance of notes and clarifications without overwhelming the drawings with redundant information.

We are regularly receiving bids for various public work projects. Upon receiving the bid we also request from the two apparent low bidders their unit prices. We incorporate these updated unit prices into our own in-house cost estimates. This allows our firm to provide up-to date cost estimates for our clients. We just received bids in mid August for an \$18 million park expansion and renovation in Rialto. Our Construction Estimate for the project was \$18.2 million for the entire project. We received 11 competitive bids with the low bid being \$15.8 million and the high at \$21.8 million. We always shoot for our estimates to be “in the middle”. The table below was provided by and developed by the City of Rialto for Frisbie Park Expansion.

Table 1

Company	Location	Type of Firm	Base Bid	Additive Bid	Total Base Bid & Additive Bid Amount
RAL Investment Corp, DBA Silverstrand Construction	San Diego, CA	Corporation	\$ 11,823,401.00	\$ 4,061,449.00	\$ 15,884,850.00
Los Angeles Engineering, Inc.	Covina, CA	Corporation	\$ 11,663,997.00	\$ 5,028,001.00	\$ 16,691,998.00
Bowe Contractors, Inc.	Lancaster, CA	Corporation	\$ 11,646,944.00	\$ 5,153,796.00	\$ 16,800,740.00
Environmental Construction, Inc.	Woodland Hills,	Corporation	\$ 11,617,644.00	\$ 5,526,900.00	\$ 17,144,544.00
Kasa Construction, Inc.	Chino, CA	Corporation	\$ 12,916,000.00	\$ 4,360,000.00	\$ 17,276,000.00
Ohno Construction Company	Fontana, CA	Corporation	\$ 13,079,000.00	\$ 4,969,000.00	\$ 18,048,000.00
RC Graves Construction	Rialto, CA	Corporation	\$ 13,248,724.73	\$ 4,803,418.46	\$ 18,052,143.19
Horizon Construction Company International, Inc.	Orange, CA	Corporation	\$ 12,803,554.85	\$ 5,564,705.67	\$ 18,368,260.52
Monillo Construction, Inc.	Pasadena, CA	Corporation	\$ 13,226,000.00	\$ 6,118,000.00	\$ 19,344,000.00
James McMinn, Inc.	Grand Terrace,	Corporation	\$ 12,977,900.00	\$ 6,989,000.00	\$ 19,966,900.00
Access Pacific, Inc.	Pasadena, CA	Corporation	\$ 14,229,500.00	\$ 7,566,000.00	\$ 21,795,500.00

“Community Works Design Group has been the City of Highland’s exclusive Landscape Architectural firm since 1990. Their commitment to the City is reflected in their quality of work, timely response and customized solutions to our challenges, and overall responsiveness.”

- Lawrence A. Mainez, Community Development Director - City of Highland



RESUMES

TIMOTHY I. MALONEY ASLA, CPRS PRESIDENT / PRINCIPAL

B.S., Landscape Architecture, California Polytechnic State University at San Luis Obispo
Licensed Landscape Architect, State of California, #2110

Mr. Tim Maloney is the President and Founder of Community Works Design Group. Graduating with Honors from Cal Poly, San Luis Obispo, he holds a Bachelor of Science Degree in Landscape Architecture. He is a member of the American Society of Landscape Architects (ASLA), California Park and Recreation Society (CPRS), and the Southern California Turfgrass Council.

Prior to entry into the private sector of the profession, Tim was Assistant Landscape Architect for the City of San Luis Obispo. His varied responsibilities with the City included park design, streetscene design, consultation for the Architectural Review Board and City/ consultant liaison.

The firm's philosophy, "We will exceed your needs," is accomplished by his hands-on approach to each project. As President of the firm, Tim maintains a strong role in the overall coordination of each project. He stresses physical and economical feasibility of the total project, through careful supervision and production coordination from initial design phases through construction implementation.

SCOTT J. RICE ASLA, LEED AP, CASp VICE PRESIDENT / PRINCIPAL

B.S., Landscape Architecture, California State Polytechnic University at Pomona
Licensed Landscape Architect, State of California, #5111, State of New York #2645
Certified Access Specialist CASp-709

Mr. Scott Rice is a Principal with Community Works Design Group. Scott graduated with Honors from Cal Poly Pomona, with a Bachelor of Science Degree in Landscape Architecture. He is a full member of the American Society of Landscape Architects (ASLA). Scott is a LEED Accredited Professional, and is one of only three Licensed Landscape Architects holding CASp (Certified Access Specialist) certification. He currently serves as the City Landscape Architect for the City of Highland, and has served continuously in that role since 2005. Scott is in charge of CWDG's in-house quality control/ quality assurance process.

In addition to his 17 year tenure with CWDG, Scott has also managed the design division of a nationally-recognized design-build firm, specializing in action sport facilities.



ALLISON RUSH, ASLA
SENIOR PROJECT MANAGER

Bachelor of Arts, The Pennsylvania State University
Master of Landscape Architecture, Temple University
Licensed Landscape Architect, State of California, #6378

Ms. Allison Rush is a Project Manager with Community Works Design Group, with East Coast roots. Allison earned her Bachelor's degree in Human Geography from Penn State, and her Master of Landscape Architecture degree from Temple University.

Allison's education focused on the means and methods of interaction between people and public spaces. She excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3-d modeling and photo simulation. With her education and skills, Allison has been integral in our team's efforts of conveying and shaping ideas for many important projects throughout California.



Shown above are a couple of examples of our 3-d renderings, prepared for the City of Rialto. Top: Frisbie Park Expansion; Bottom: Joe Sampson Park.

KAY C. KITE CID, CLIA
SENIOR PROJECT MANAGER

Bachelor of Arts, California State University at San Bernardino
Master of Landscape Architecture (in progress); Cal Poly Pomona (estimated completion: 2021)
CID/ CLIA Irrigation Association #006190

Ms. Kay Kite is an Irrigation Specialist with Community Works Design Group. Kay graduated from California State University in San Bernardino, Cum Laude, earning a Bachelor of Arts degree. Kay has been with CWDG for 20 years. She will be providing services in Irrigation Design and Water Auditing. Kay draws from over ten years of practical and theoretical irrigation training in order to design systems for projects, ranging from small pocket parks to one hundred and twenty acre sports parks. Not limited to irrigation systems, Kay has over nine years of experience in a variety of landscape design projects including various parks, Multi-family Housing, Planned Residential Communities, Urban Streetscapes, and other private/ commercial ventures.



SCOPE OF WORK

TASK 1 - RESEARCH - PROGRAM SCOPING

Our understanding is that the City is in the process of selecting a consultant to provide grant writing and community input gathering, as a separate effort than what is covered within this proposal. Our initial efforts will involve working in a design support role to the City and their public outreach/ grant writing team.

1. We will actively participate in an initial meeting with the City, key stakeholders, and the grant writing/ community input consultant to determine the timing and protocol for our exhibit preparation.
2. To accurately assess total project costs, we will meet with the City staff regarding maintenance concerns and anticipated use patterns of the site. We will research and discuss utility requirements with appropriate City departments and other providers of public utility service.
3. We will attend all Project Development Team meetings as required during this phase of the project. Because City/team communication is so important, our team will be available for as many meetings as desired by the City throughout the life of the project, with no cost to the City for additional meetings!
4. We will work to provide a preliminary design schedule, which will be dovetailed and dependent upon the grant application schedule(s). Our schedule will be prepared utilizing Critical Path Method via Microsoft Project.

TASK 1- PROGRAM ASSESSMENT- DELIVERABLES

- Regular e-mail progress updates and ongoing coordination documentation
- QA/QC Plan for City Review and Approval
- Utility Coordination
- Preliminary Schedule



TASK 2 - PRELIMINARY/ MASTER PLANNING

As described in Task 1, we will work with the City and their consultants to provide updated conceptual exhibits and cost estimates, in order to secure grant funding for the park. We understand that the City will perform all environmental studies as a separate effort, beyond our contracted scope of services.

1. We will attend the City's public input meetings in order to get a full understanding of the needs and wants. We will be available to answer general design questions, especially relating to rough costs of various desired amenities, and ideal synergy in placing park features in relation to one another (such as ensuring public restrooms are as close as possible to play areas, etc.)
2. We will funnel the community input data, synthesis and inventory into the preparation of a Preliminary Plan for the park site, that maximizes "green" opportunities while maintaining the integrity and overall goals of the park design. The initial Preliminary Plan will be presented to the City in blackline format for initial discussion and feedback.
3. A corresponding estimate of construction costs will be provided at a "rough order of magnitude" level, so that the costs of the improvements can be evaluated in relation to available budget.
4. Upon City review and discussion, we will revise the blackline concept and cost estimates as needed.
5. Once the City has determined the Preliminary Plan and Cost Estimate accurately reflect their vision for this phase of Enchanted Hills Park, we will fully develop, detail, render and present electronically the plan view and 3-d model of the preferred design alternative for the City's use in soliciting grants and updating the community about the park project.



Two additional examples of our 3-D presentation techniques which vividly portray the various park amenity options, as prepared for a planned expansion to Eastvale Community Park for Jurupa Community Services District.



TASK 2 - PRELIMINARY/ MASTER PLANNING - continued

6. We will assist the City in presenting the Enchanted Hills Park layout to the applicable City Commissions and the full City Council for all approvals.
7. We will attend all meetings as required during this phase of the project. This includes all applicable and necessary Staff, Commission, and City Council meetings.
8. We will assure that all associated agencies are consulted in regards to all utilities etc. and that all constraints are addressed, so that we can ensure that sufficient funding is being sought within the grant application(s).

TASK 2- PRELIMINARY/ MASTER PLANNING - DELIVERABLES

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- Design, coordination, and preparation of meeting agendas
- Documentation of QA/QC Plan Implementation
- Final Cost Estimates
- Electronic copies of all presentations and documents
- 3-D concepts of Final Master Plan



Here is a 3-d rendering showing a portion of the final selected concept for Frisbie Park Expansion in Rialto, overlayed onto an aerial photo highlighting existing areas to remain. This type of composite plan will show how the park site interacts with the surrounding residences.



TASK 3 - DESIGN DEVELOPMENT

Once the City has approved the final conceptual plan and is comfortable with the projected construction costs, we will be able to move forward with a refined proposal for Design Development, Construction Drawings, and Bidding/ Construction support services. Based upon our experience in park planning, it is critical to lock down the proposed construction budget before determining design fees. We have included an estimated scope for Tasks 3 and 4, and an estimated fee range, dependent on the estimated construction costs to be determined at a later date:

1. We will work with the City Staff using the approved Master Plan for the park, to advance and prepare final design documents. These plans will begin to define the exact size, quality and method of construction of the master plan. Plans will be 24" x 36" format in AutoCAD 2015 or newer format, at 30 scale.
2. Utilizing the topographic base prepared for the site as part of the initial conceptual efforts by Hirsch & Associates, grading plans will be developed. All existing and proposed grades, drainage systems, soft and hard elevations, pad elevations, ADA access from adjacent walks and throughout the project areas, property lines, easements, boundaries, etc. will be indicated. Previously prepared geotechnical and percolation borings and reports for the site will be utilized for grading specifications, pavement sections, over excavation requirements for structures and footings/foundation design.
3. The grading and paving plans will reflect all soft and hard paving, parking lot, flatwork, drainage devices, utility services, landscape areas, erosion control devices, curbs, gutters, fencing and walks and pad design. The grading plan will be in compliance with NPDES permitting requirements. An erosion control plan and WQMP will be provided as part of the grading submittal.
4. CWDG will coordinate the site amenity details with the manufacturers, such as shade covers, playgrounds, and restroom building. All Utility connections will be included.
5. All site furnishings and amenities to be incorporated into each park will be provided to the City to review in a booklet format. We want to assure that all site furnishings comply with the City's current inventory and/or will be acceptable to the City for post construction ownership and maintenance purposes.
6. The irrigation plans will be prepared by our in-house Certified Irrigation Design team. We will review with City Staff all proposed equipment to be incorporated into the design of the irrigation system.
7. Schematic Planting Plans with all necessary photo and plant descriptions will be provided. Plant suitability, maintainability, drought resistance, and reliability will be primary concerns.
8. All of the design teams plans will be reviewed with the City Staff (all departments required) on a regular basis.



9. Continuous construction and maintenance cost estimate updates from CWDG will be presented as required.
10. We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.

TASK 3 - DESIGN DEVELOPMENT PHASE - DELIVERABLES

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- 6 sets hard copies of each submittal (65% level)
- Documentation of QA/QC Plan Implementation
- Preliminary Cost Estimates (updated throughout project)
- 50% Draft Technical Specifications (Word)



Mercado Park is a fine example of recent teaming efforts between our firm and the City of Perris.



TASK 4 - CONSTRUCTION DOCUMENTS

Upon receipt of approval of the Design Development portion, we will continue preparation of the Construction Documents. The plans will continue the concepts of low maintenance, vandal resistance, attractive and practical design solutions.

- CIVIL ENGINEERING PLANS:** Adkan Engineers will prepare and process a fine grading plan for construction of finished grading, horizontal control, water plans, bio-swales and dust control plans. Cut and Fill earthwork calculations will be prepared at the 50% point and again at the 80% submittal. The plans will be at a scale of 1"=20' and indicate detail finish grading, Particular emphasis will be placed on ADA access into and within the park and will be designed with City input. Various options will be explored and refined into the construction document details.

ADKAN Engineering will prepare a Storm Water Pollution Prevention Plan (SWPPP). A SWPPP will need to be prepared and submitted to the Regional Water Quality Control Board. The SWPPP Manual will be prepared in accordance with the National Pollution Discharge Elimination System (NPDES) guidelines. The SWPPP Manual will be developed and certified by a Qualified SWPPP Developer (QSD). It is assumed that the client and/ or the Contractor will retain an on-site Qualified SWPPP Practitioner (QSP) for implementation and monitoring of the SWPPP Manual, including all effluent sampling and reporting. Upon completion of the preparation of the SWPPP Manual, a digital pdf will be provided to the client and Legally Responsible Person (LRP). One (1) hard copy of the SWPPP will be provided to be kept on-site during construction. This category does not include any City fees associated with submittal. Once the SWPPP is uploaded, approved, and fees have been paid, a Notice of Intent (NOI) will be issued and forwarded to the Client for their records. Mitigation options for reducing erosion will be shown on an erosion control plan, or on the precise grading plan.
- CONSTRUCTION DRAWINGS:** Construction Drawings will include site plans and details (will locate by dimensioning all project elements as approved in the Final Master Plan - including picnic structures, shade shelters (hard and sails), tai-chi pad(s), picnic, playgrounds, all ADA access including access to park, parking lot, site furnishings). Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products.
- IRRIGATION PLANS:** We will prepare complete irrigation plans. All elements of the system will be designed to carry optimal amounts of water to irrigate the affected sites. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, reclaimed water options, efficiency and, most importantly, consistency with City standards will be our primary concerns.



TASK 4 - CONSTRUCTION DOCUMENTS - continued

4. **PLANTING PLANS:** Complete Planting Plans with all necessary details will be provided. Native and naturally sustainable species will be of primary importance in the plant selection process. Planting options for students and the community will be included.
5. **ELECTRICAL:** Complete Electrical Plans with all necessary details will be provided. We will be evaluating all existing systems and incorporate all of the latest technologies including solar, low voltage, LED systems to produce the most efficient and long term solutions for the City.
6. **SPECIFICATIONS:** Specifications detailing materials and workmanship for all of the above items will be provided as required.
7. **COST ESTIMATES:** Final estimates of probable construction and maintenance costs will be prepared with CWDG providing regular value engineering recommendations.
8. **DOCUMENT PROCESSING:** We will submit the documents for City and various Utility approvals. We will review documents and make all necessary corrections.
9. **MEETINGS:** We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.
10. **FINAL DOCUMENTS:** After final approval, 24" x 36" mylars shall be submitted to the City along with a hard copy and an electronic copy of the plans and specifications for bidding purposes.

TASK 4 - CONSTRUCTION DOCUMENT PHASE - DELIVERABLES

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- 6 sets hard copies of each submittal (90% and 100% level)
- Documentation of QA/QC Plan Implementation
- Preliminary Cost Estimates (updated throughout project)
- 90% Draft plans, estimates and technical Specifications; 100% Final Technical plans, specifications and estimates.
- Spreadsheet identifying community volunteer opportunities
- CAD files of all pertinent drawings
- Construction Reference File (For Construction Inspector)



TASK 5 - BIDDING/ CONSTRUCTION PHASE

1. When the project goes out for competitive bidding, we will assist the City in the bid process, distributing bid packages, noting direction given to contractors, respond to Requests for Information and other questions asked. We will provide follow-up clarifications or addendum items for all electronic bids.
2. We will attend and chair the pre-bid meeting and provide written minutes and follow up information as required. We will assist the City in obtaining and evaluating bids for the project as required.
3. We will assist the City with construction administration assistance for specialty areas where specific technical expertise is required in determining conformance to design concepts and approved plans and specifications.
4. We will participate in twice monthly construction meetings. Based on our observations at the site and on the contractor's application for payment, we will assist in determining the amount owed to the contractor. We will review job drawings, as-builts, RFI's samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents, for the project.
5. We will review change orders and submittals for approval and issuance by the City. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations.
6. We will review as-builts and assist in the reproduction of the as-built information on disc, for the project.

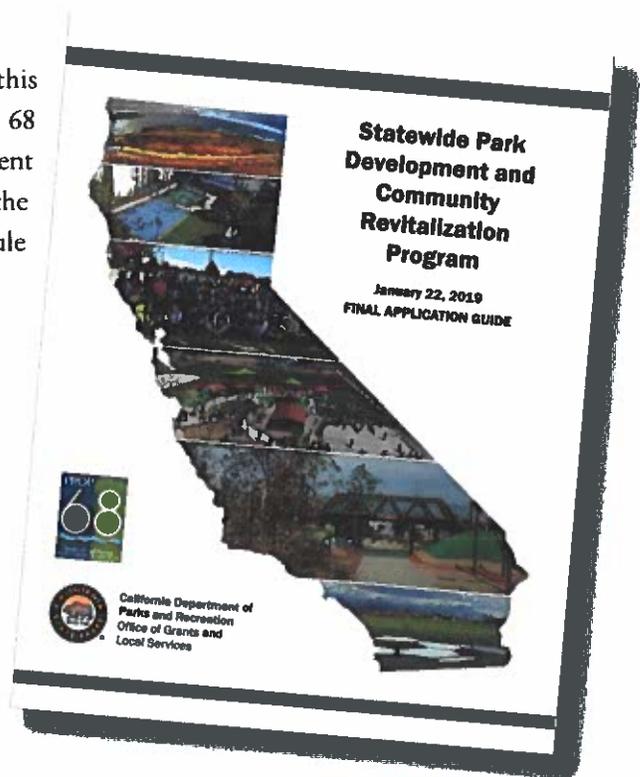
TASK 5 - BIDDING/ CONSTRUCTION PHASE - DELIVERABLES

- PDF copies of all documents (field reports, etc.)
- Preparation of Architect's Supplemental Instructions (ASI) as needed.
- Prepare as-built/ record drawings
- CAD files of all pertinent drawings



PROJECT SCHEDULE - PARK PLANNING

We understand that the City is working to submit this project with the 1st (2019) round of Proposition 68 Statewide Park Program grant funding, with a current Application Deadline of August 5, 2019. Our firm has the capability of expediting our services to meet this schedule as needed.



FEE PROPOSAL – ENCHANTED HILLS PARK

The following is our proposed fee to provide all work mentioned in our proposal for the design and development of Enchanted Hills Park:

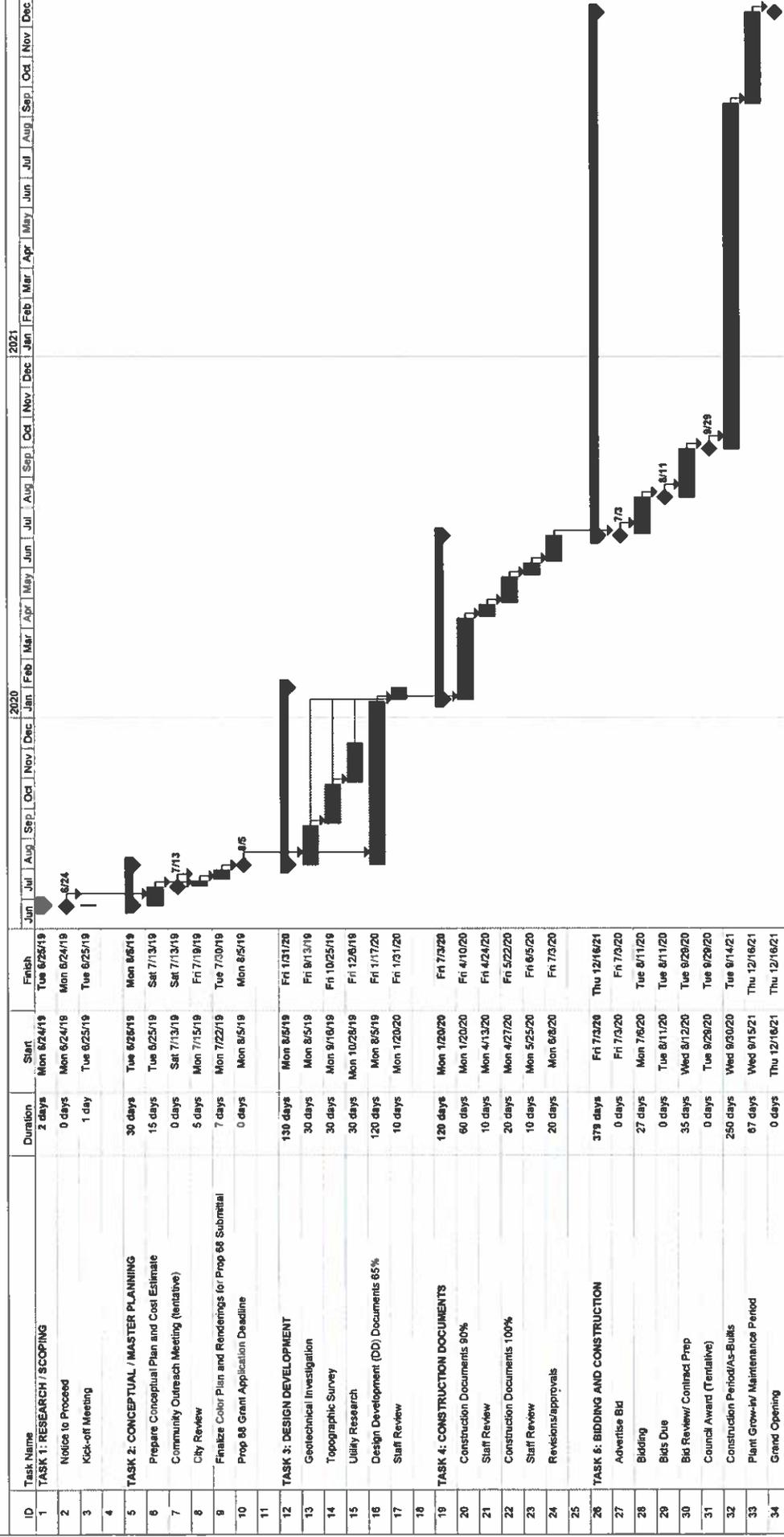
<u>Consultant Services</u>		<u>Fee</u>
1.	TASK ONE: RESEARCH/ SCOPING	LUMP SUM \$ 2,190.00
2.	TASK TWO: CONCEPTUAL/ MASTER PLANNING	LUMP SUM \$ 26,320.00
3.	TASK THREE: DESIGN DEVELOPMENT	Exact fees for Tasks 3-4 to be determined upon City's approval of final master plan concept; anticipate design fees to be 3%-5% of estimated construction costs, depending on complexity of final design.
4.	TASK FOUR: CONSTRUCTION DOCUMENTS	
5.	TASK FIVE: BIDDING SERVICES AND CONSTRUCTION ADMINISTRATION	Exact fees for Task 5 to be determined upon City's approval of final master plan concept; anticipate our fees to be 1%-2% of estimated construction costs.
6.	REIMBURSABLES (Printing/ Mileage, etc.)	ALLOW \$ 2,500.00
Total Design Fees (Tasks 1-2 only)		\$31,010.00

The scope and fees provided within this proposal reflect our firm's understanding of the project, including all tasks we are recommending to culminate in a successful park project. However, we are open to negotiating our exact scope and fees to best suit the City's needs and available budget.





**Enchanted Hills Park
City of Perris
TENTATIVE PROJECT SCHEDULE**



Project: Enchanted Hills Park, Schedul
Date: Tue 5/21/19

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

Page 1

EXHIBIT "B"
SPECIAL REQUIREMENTS

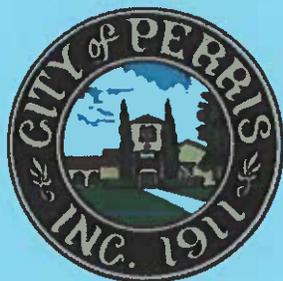
N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City agrees to compensate Consultant for the services outlined in Exhibit "A" at an hourly rate described and not to exceed the contract sum of **\$31,010**. The following rates shall include all expenses incurred by Consultant in the performance of the required services. Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual hours utilized on the project.

See Attached Community Works Design Group Architectural Fee Proposal in the amount of
\$31,010



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: Award Contract to Community Works Design Group for the professional architectural services for the expansion of Goetz Park Phase II

REQUESTED ACTION: That the City Council award a contract to Community Works Design Group for a total of \$102,850 for the professional architectural services for the expansion of Goetz Park Phase II; and Authorize the City Manager to enter into contract with Community Works Design

CONTACT: Sabrina Chavez, Community Services Director 

BACKGROUND/DISCUSSION:

City Staff was directed to pursue the feasibility of the expansion of Goetz Park Phase II to include a sports field, basketball court, walking trail, and demonstration garden on the north side of the existing Goetz Park. City Staff interviewed four firms on May 8, 2019 for the professional architectural services for Goetz Park and presented the results to the Parks and Recreation Committee on May 15, 2019.

Community Works Design Group was selected as the architectural firm to provide a park conceptual, working drawings and construction support for Phase II of Goetz Park. Community Works Design Group has extensive experience in innovative park designs that are environmentally sustainable. Community Works Design Group designed the Mercado Park, which received an Award of Excellence by California Parks and Recreation Society for park planning in 2014.

Respectfully, Staff recommends that the City Council award a contract to Community Works Design Group for a total contract sum of \$102,850 for the professional architectural services for Goetz Park Phase II. Goetz Park Phase II was an approved Capital Improvement Project for Fiscal Year 2018-2019. A budget amendment from Industrial Park Development Impact Fund was appropriated at mid-year for Fiscal Year 2018-2019 in the amount of \$2 million to Goetz Park Phase II Fund (CIP P042).

BUDGET (or FISCAL) IMPACT:

Goetz Park Phase II is an approved Capital Improvement Project (P042). There is sufficient funding in the Fiscal Year 18-19 budget for these services.

Prepared by: Eduardo Sida, Management Analyst

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____



Attachments: Draft Community Works Design Group Contract Service Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
COMMUNITY WORKS DESIGN GROUP FOR
GOETZ PARK PHASE II PROJECT

This Contract Services Agreement ("Agreement"), is made and entered into this _____ day of _____, by and between the City of Perris, a municipal corporation ("City"), and Community Work Design Group ("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 here under.

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 one hundred two thousand eight hundred fifty dollars and no cents (**\$102,850.00**) ("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 a period of twelve (12) months until completion of the services no later than December 31, 2020. At the discretion of the City of Perris, this agreement may be renewed up to an additional two (2) years.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Scott Rice 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 errors and omission insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000 in the aggregate with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

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

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

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

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

5.2 Indemnification.

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

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

6.0 **RECORDS AND REPORTS**

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

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

Eric L. Dunn, City Attorney

"CONSULTANT"
Community Works Design Group
4649 Brockton Ave
Riverside, Ca 92506

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

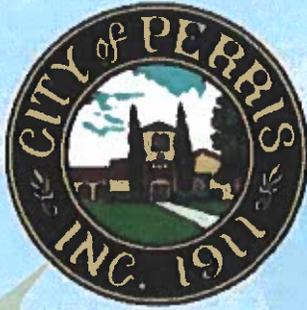
(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Per the scope of services specified in the proposal from **Community Work Design Group** dated April 2, 2019, which are attached with this Exhibit A.



PROPOSAL FOR PROFESSIONAL DESIGN SERVICES:

GOETZ PARK - PHASE II

APRIL 2, 2019

SUBMITTED BY:





April 2, 2019

Ms. Sabrina Chavez, Director of Community Services and Housing
CITY OF PERRIS
101 N. 'D' Street
Perris, CA 92570

**RE: Proposal for Professional Landscape Architectural Services:
Goetz Park - Phase II**

Dear Ms. Chavez and Members of the Consultant Selection Committee:

On behalf of the firm of Community Works Design Group (CWDG), we are pleased to present this proposal to provide professional design services to continue teaming *with* the City of Perris. Our firm has worked on several recent projects with the City, including the CPRS Award of Excellence in Park Planning winner, Mercado Park. We are currently working on finalizing construction drawings for the first phase of the San Jacinto River Trail project, which includes a trailhead located within Goetz Park. In doing so, we have developed an understanding of the unique fabric of Perris and its residents, and understand what it takes to transform the previously prepared schematic plan into a successful park project.

CWDG prides itself on our ability to provide a fully-dedicated level of service to our municipal clients. Accordingly, we only pursue projects and clients that we can guarantee that ongoing client satisfaction can be fulfilled. We are confident that we can provide this level of service to the City of Perris. We will work closely with our subconsultants for services beyond the limits of our Landscape Architect licensure (electrical, drainage, structural, etc.)

This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The members of the Design Team and I appreciate your consideration of our team for the Goetz Park project.

Respectfully submitted,

COMMUNITY WORKS DESIGN GROUP

Timothy I. Maloney ASLA, CPRS
President
Landscape Architect CA# 2110 / NV# 389
tim@cwdg.fun

Scott Ride ASLA, LEED AP, CASp
Vice President
Landscape Architect CA #5111 / NY #2645
Certified Access Specialist CASp-709
scott@cwdg.fun

FIRM/ TEAM OVERVIEW



COMMUNITY WORKS DESIGN GROUP - LLC (CWDG)

Landscape Architecture - Planning

4649 Brockton Avenue

Riverside, California 92506

(951) 369-0700

Federal I.D. 82-1854334

Registered Small Business #1769579

PRINCIPALS: Tim Maloney ASLA, CPRS - President
Scott Rice ASLA, LEED AP, CASp - Vice President

Community Works Design Group was established in 1985 and provides municipal planning services throughout the State of California. The firm focuses on Park, Recreation, Streetscape and Trails Planning projects. CWDG has a ready and available staff of seven highly professional individuals. We draw on three Licensed Landscape Architects, two of whom are LEED Accredited Professionals, as well as an in-house Civil Engineering, Certified Irrigation Designer/ Certified Landscape Irrigation Auditor, and Certified Access Specialist.

Community Works Design Group does what its name implies - it assists communities with the design of park projects that "Work". Our focus is on park and recreation and municipal projects and has been since day one in 1985. (That's 34 Years!!!) We come from "your side of the fence". Tim Maloney worked in municipal park and recreation departments. Tim Maloney worked for the City of San Luis Obispo as a Park Planner, and Scott Rice has served as the City Landscape Architect for City of Highland continuously since 2005.

The company is has always been financially solid. We have never been found "at fault" in any litigations (3 in company history). We have never been debarred or have any blemishes on the corporate name. We have no known conflicts of interest with the City or its employees.

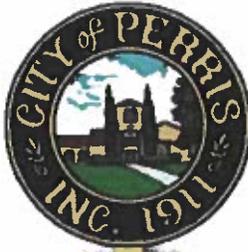
CWDG HAS DESIGNED OVER
250 PARK PROJECTS IN OUR
34 YEAR HISTORY, INCLUDING 35
PARKS WITHIN THE PAST 5 YEARS



"Designing your Dreams" starts here at our two story design studio - complete with an indoor spiral slide and a 25' swing!



ORGANIZATION CHART



SCOTT RICE ASLA, LEED AP, CASp
PRINCIPAL - PROJECT COORDINATOR
 Landscape Architect, #5111 (CA), #2645 (NY)
 18 Years Landscape Architectural Experience
 Has Designed Over 100 Parks

ALLISON RUSH ASLA
SENIOR PROJECT MANAGER
 Landscape Architect, #6378 (CA)

TIM MALONEY ASLA CPRS
**PRINCIPAL - QUALITY CONTROL/
 QUALITY ASSURANCE**
 Landscape Architect, #2110 (CA), #385 (NV)
 40 Years Landscape Architectural Experience

SUPPORT STAFF:
 Bud Fish - Civil Engineer
 Diego Lopez - Landscape Designer
 Cindy Ingram - Clerical Support

KAY KITE CID, CLIA, RWSS, CPSI
IRRIGATION DESIGNER
 Certified Irrig. Des. Water Auditor
 20 Years Irrigation Design Experience

**LOCALLY-BASED
 SUBCONSULTANTS
 (as needed):**
 LAND SURVEYING
 GEOTECHNICAL ENGINEERING
 STRUCTURAL ENGINEERING
 ELECTRICAL ENGINEERING
 ETC.

PRIMARY CONTACT INFORMATION

CWDG: Scott Rice, Vice President
 scott@cwdg.fun
 (951) 369-0700

TEAM INFORMATION

Scott Rice will serve as the Project Principal and Allison Rush will be the Senior Project Manager assigned to work with the team. Kay Kite will handle all Irrigation portions of the project. Tim Maloney will be providing all Quality Assurance and Quality Control. CWDG will not replace any of the above-listed key team members without prior consultation with the City of Perris.



REFERENCES

Community Works Design Group (CWDG) excels in providing Landscape Architectural and Park Planning Services for our municipal clients. *In addition to work previously performed for the City of Perris, we encourage you to reach out to the following clients for a candid assessment of our ability to maintain proactive, dedicated service on the successful execution of multiple projects:*

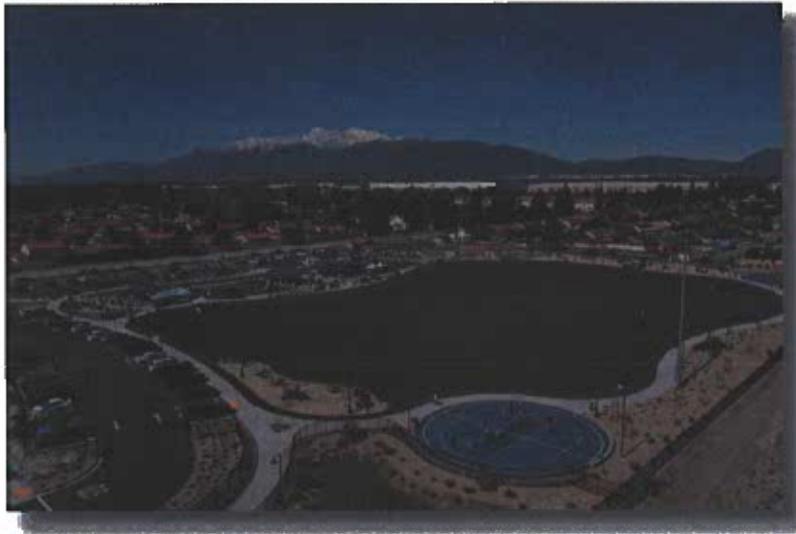
- Client:** CITY OF RIALTO
- Services rendered within past 3 years (since 2016):** CWDG served as prime consultant for various Park Planning Services at five City park sites for \$25+ million in park improvements, including community design process, conceptual design, 3d modeling, construction drawings, construction administration.
- CWDG Staffing:** Project Principals: Tim Maloney and Scott Rice
Project Managers: Scott Rice, Kay Kite, Allison Rush
- Contact:** Robert Eisenbeisz, Public Works Director
(909) 820-2602
reisenbeisz@rialto.ca.gov
- Reference Projects:** Bud Bender Park: Renovation to Existing 8 ac. Park (\$2.5 M/ Comp. 2016);
Andreson and Rialto City Parks: Restroom, Concession/ ADA Improvements (\$1 M/ Completed 2017-2018);
Joe Sampson Park: 8 ac. New Neighborhood Park (\$5.5 M/ Opened February 2019);
Frisbie Park: 16.7 ac. Renovation + Expansion (\$18 M/ Const. Begins Spring 2019)



The Bud Bender Park Improvement project involved the coordination between multiple City departments, local residents and key stakeholders. CWDG worked diligently to provide modern park improvements while preserving large shade trees, a group picnic shelter, and an Adobe building.



Client: CITY OF RIALTO (continued)



Joe Sampson Park:
8 ac. New Neighborhood Park
(\$5.5 M/ Opened February 2019)

Notable Features:

- *Dry-stream infiltration feature along its south and west perimeter, constructed of rock harvested during on-site grading operations*
- *Custom "Rialto" bridge over dry stream at main entry*
- *California-friendly planting palette, generally consisting of low water use plants, irrigated by Calsense ET adjusted controller*
- *Porous rubberized jogging track at perimeter of sports field, keeping overspray off impervious surfaces*

“ We found the CWDG team, led by Scott Rice, to be very proactive, friendly, and detailed throughout the construction of Joe Sampson Park. ”

Sam Kasbar, VP
KASA Construction
samk@kasaconstruction.com



Client: CITY OF RIALTO (continued)



**MASTER PLAN
FRISBIE PARK EXPANSION**
MAY 24, 2018



Frisbie Park:
16.7 ac. Renovation + Expansion
(\$18 M/ Const. Begins Spring 2019)

Notable Features:

- Park designed with direct input from City Maintenance staff, including materials selection, amenity arrangement to allow proper clearances for service equipment
- Complete analysis and renovation of all accessibility (ADA) aspects of existing park, led by CWDG's in-house Certified Access Specialist (CASp)
- Several existing heritage trees protected in place



**CONCEPT RENDERING
DOG PARK AT FRISBIE PARK**
CITY OF RIALTO



We have provided a few more examples of renderings that were prepared by CWDG and utilized during the public outreach phases of the Frisbie Park Renovation and Expansion project for the City of Rialto.



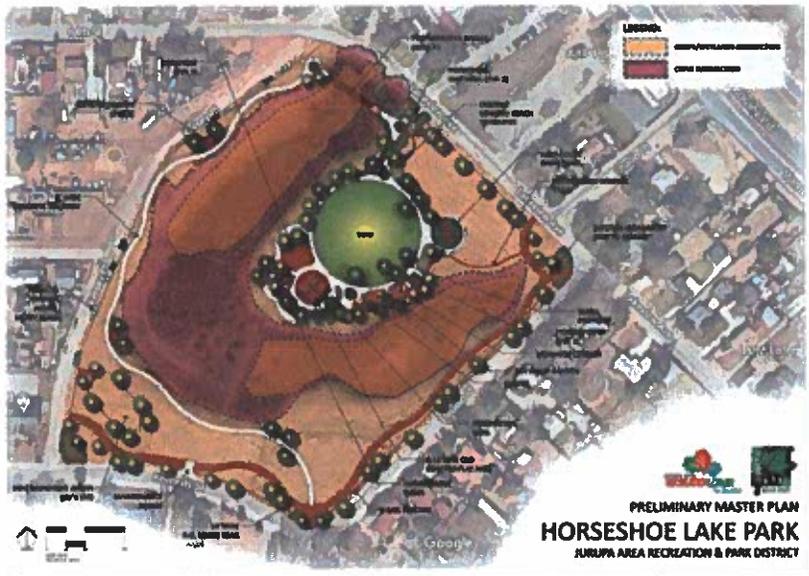
Client: JURUPA AREA RECREATION & PARK DISTRICT (JARPD)

Services rendered within past 3 years (since 2016): CWDG served as prime consultant for various park design and renovation projects throughout the District. CWDG also has provided all Landscape Plan Check and Inspection Services for the District continuously since 2015.

CWDG Staffing: Project Principals: Tim Maloney and Scott Rice
Project Managers: Scott Rice, Kay Kite, Allison Rush

Contact: Colby Diuguid, General Manager
(951) 361-2090
colby@jarpd.org

Reference Projects: Various Playground Renovation Projects - \$1 million (Completed 2017-2018)
Veterans Park Renovation and Splash Pad -\$ 1 million (Opened October 2018)
Horseshoe Lake Park Improvements - \$3 million (Construction begins Summer 2019)



Horseshoe Lake Park
Notable Features:

- Entire park utilizes solar power for lighting and irrigation control
- Balanced grading on-site (no import or export)
- Existing vernal pools protected in place
- Pervious paving used for walking paths



CWDG and JARPD met on-site with residents surrounding the park site, to physically identify locations of all proposed features.



Client: CITY OF BEVERLY HILLS

Services rendered: CWDG served as prime consultant for various park design and renovation projects throughout the City.

CWDG Staffing: Project Principals: Tim Maloney
Project Managers: Scott Rice, Kay Kite

Contact: Mandana Motahari, City Architect
(310) 288-2866
mmotahari@beverlyhills.org

Reference Projects: Hamel Mini-Park (below - renovation)
Beverly Gardens Park (renovation)
Roxbury Park (renovation)
La Cienega Park (renovation)
Will Rogers Park (renovation)



“ We have worked with CWDG for over 30 years on a variety of park projects. We enjoy working with their leadership team and have found them to be efficient and timely in their responses. ”

Mitch Adkison, VP
Adkan Engineers
madkison@adkan.com



PROJECT MANAGEMENT, STAFF AVAILABILITY AND DETAILED PROJECT WORK PLAN

STAFF AVAILABILITY: All staff members listed in this proposal are available to begin work immediately upon City request. We guarantee that we will adjust our master schedule to dedicate sufficient resources to the Goetz Park project.

ORGANIZATION AND SCHEDULING: We will provide the City with a critical path schedule, prepared in Microsoft Project, and will adhere to the schedule we present. Our office holds weekly Staff Meetings where we review ALL of our current projects, and the Principals have total accountability with the Project Managers to adhere to all set deadlines. We will keep key staff consistent, so that everyone remains on the same page.

DELIVERABLES: We will provide all levels of deliverables outlined in the proposal. We utilize a wide variety of software, including AutoCAD 2018, Adobe Creative Cloud, Microsoft Office, SketchUp Pro 3-d, and much more. We will provide hard copy and digital media in PDF or any requested format.

OUR APPROACH: Our approach to design and quality control is unique to the industry. Every design project is assigned one Licensed Landscape Architect as Project Principal, one Licensed Landscape Architect as Project Manager, and one Assistant Project Manager. CWDG realizes that our success is based on our ability to deliver projects on time and within budget. This team approach will guarantee that the project comes in on budget and stays on budget with minimal change orders. CWDG can also offer complete construction administration and construction management services to assist the City at whatever level is desired.

WHAT SETS CWDG APART: While there are many similarities between municipal design projects, we have developed an understanding of what it takes for a project to truly stand apart and shine, as evidenced in our consistent winning of CPRS Awards of Excellence in Park Planning and APWA Project



of Merit awards. Our team offers a wide variety of in-house services, such as Irrigation Auditing via our Certified Landscape Irrigation Auditor, and Accessibility Evaluation from our Certified Access Specialist (CASP), that are dovetailed into our final products.

COMMUNITY DESIGN PROCESS: whenever possible, we employ what we call the “FUNnel” approach to take the multitude of “wants” and narrow them down to a final concept that reflects the best interests of the City and its constituents- and we do so in a FUN way! We typically start by gathering general information by means of online and mail-out surveys ahead of the public design meetings, with ongoing input from the City, so that we can begin to prepare informed design decisions to facilitate a conceptual design that reflects the community’s interest and not OUR interests. During design meetings, we utilize a proprietary push button remote voting system called Infowhise Reply Interact which allows the audience to vote privately and see real-time results. As a standard practice, we provide scaled 3-d modeling to help the community understand how the proposed park improvements will actually appear, to help identify any conflicts well ahead of construction.

WORKING WITH CITY STAFF AND POLICY-MAKING AGENCIES AND STAKEHOLDERS: As we have worked on park projects in Perris and neighboring Cities, our team is very well versed in the intricacies of the City, and have a great rapport and positive working relationship with all key parties. We are confident that we can continue providing the high quality of service the City has come to expect from CWDG into the future!

OUR “NOT SO SECRET” INGREDIENT TO SUCCESSFUL PROJECTS is remaining in close, ongoing communication with the City and all key stakeholders throughout the life of the project - from concept to construction!

OUR RECORD OF MEETING SCHEDULES ON SIMILAR PROJECTS: We invite you to contact our listed references for confirmation of CWDG’s ability to meet deadlines and critical path schedule milestones. This is especially apparent with our various projects for Jurupa Area Recreation and Park District, where the project funding is directly connected to grant deadlines.

“The City of Ojai has had many successes in working with the Community Works Design Group team for many years on various projects - from skate park design and management to the Sarzotti Park Master Plan. Their creativity and willingness to work well beyond the scope of the project in order to exceed our City’s needs is just extraordinary. They have always been there for our City and they have always been on time and within budget time and time again.”

Steve McClary - City Manager
City of Ojai



PROJECT UNDERSTANDING AND APPROACH

As previously discussed, our firm specializes in Park Planning and Landscape Architectural consulting for various Cities, Counties and Special Districts throughout the State. As such, we are ready to jump right in and begin working as an extension of City of Perris staff.

Key staff will consist of Scott Rice, Principal, serving as Project Coordinator, Allison Rush, Senior Project Manager, serving as Project Manager, and Tim Maloney, Principal, serving as Quality Assurance/ Quality Control. Please see our organization chart as well as our resumes in this Proposal.

LOCAL PARTICIPATION - SUBCONSULTANTS

While we have an extensive history of working with our “home team” of subconsultants, our standard practice is to hire locally-based subconsultants for many support roles on City projects, whenever feasible. These include land surveyors, electrical engineers, structural engineers, and so on, when necessary for a particular park project. We will hire locally-based consultants for City of Perris projects as needed. We anticipate that locally-based subconsultants would make up between 10% and 20% of our total dollar value of services rendered, depending on specific project scope.

In this case, our “home team” primarily consists of locally available consultants, including the following:

- SURVEYING / CIVIL ENGINEERING: Adkan Engineers Riverside
- ELECTRICAL: RASC Engineering Rancho Cucamonga
- GEOTECHNICAL: LOR Geotechnical Riverside
- STRUCTURAL: Innovative Structural Temecula

QUESTIONS/ PROPOSED CHANGES TO STANDARD CONTRACT

We (CWDG) do not propose any edits to the City’s current Agreement for Professional Consultant Services.



COST ESTIMATING

We regularly prepare detailed construction plans, details, specifications and estimates for park projects, and strive to make our construction drawing packages the most biddable and buildable across the industry. Since we perform Landscape Plan Check for various agencies, our finger remains on the pulse of the industry, and are able to glean tips and tricks to making plans more readable, maintaining a good balance of notes and clarifications without overwhelming the drawings with redundant information.

We are regularly receiving bids for various public work projects. Upon receiving the bid we also request from the two apparent low bidders their unit prices. We incorporate these updated unit prices into our own in-house cost estimates. This allows our firm to provide up-to date cost estimates for our clients. We just received bids in mid August for an \$18 million park expansion and renovation in Rialto. Our Construction Estimate for the project was \$18.2 million for the entire project. We received 11 competitive bids with the low bid being \$15.8 million and the high at \$21.8 million. We always shoot for our estimates to be “in the middle”. The table below was provided by and developed by the City of Rialto for Frisbie Park Expansion.

Table 1

Company	Location	Type of Firm	Base Bid	Additive Bid	Total Base Bid & Additive Bid Amount
RAL Investment Corp, DBA Silverstrand Construction	San Diego, CA	Corporation	\$ 11,823,401.00	\$ 4,061,449.00	\$ 15,884,850.00
Los Angeles Engineering, Inc.	Covina, CA	Corporation	\$ 11,663,997.00	\$ 5,028,001.00	\$ 16,691,998.00
Bowe Contractors, Inc.	Lancaster, CA	Corporation	\$ 11,646,944.00	\$ 5,153,796.00	\$ 16,800,740.00
Environmental Construction, Inc.	Woodland Hills,	Corporation	\$ 11,617,644.00	\$ 5,526,900.00	\$ 17,144,544.00
Kasa Construction, Inc.	Chino, CA	Corporation	\$ 12,916,000.00	\$ 4,360,000.00	\$ 17,276,000.00
Ohio Construction Company	Fontana, CA	Corporation	\$ 13,079,000.00	\$ 4,969,000.00	\$ 18,048,000.00
RC Graves Construction	Rialto, CA	Corporation	\$ 13,248,724.73	\$ 4,803,418.46	\$ 18,052,143.19
Horizon Construction Company International, Inc.	Orange, CA	Corporation	\$ 12,803,554.85	\$ 5,564,705.67	\$ 18,368,260.52
Morillo Construction, Inc.	Pasadena, CA	Corporation	\$ 13,226,000.00	\$ 6,118,000.00	\$ 19,344,000.00
James McMinn, Inc.	Grand Terrace,	Corporation	\$ 12,977,900.00	\$ 6,989,000.00	\$ 19,966,900.00
Access Pacific, Inc.	Pasadena, CA	Corporation	\$ 14,229,500.00	\$ 7,566,000.00	\$ 21,795,500.00

“Community Works Design Group has been the City of Highland’s exclusive Landscape Architectural firm since 1990. Their commitment to the City is reflected in their quality of work, timely response and customized solutions to our challenges, and overall responsiveness.”

- Lawrence A. Mainez, Community Development Director - City of Highland



RESUMES

TIMOTHY I. MALONEY ASLA, CPRS PRESIDENT / PRINCIPAL

B.S., Landscape Architecture, California Polytechnic State University at San Luis Obispo
Licensed Landscape Architect, State of California, #2110

Mr. Tim Maloney is the President and Founder of Community Works Design Group. Graduating with Honors from Cal Poly, San Luis Obispo, he holds a Bachelor of Science Degree in Landscape Architecture. He is a member of the American Society of Landscape Architects (ASLA), California Park and Recreation Society (CPRS), and the Southern California Turfgrass Council.

Prior to entry into the private sector of the profession, Tim was Assistant Landscape Architect for the City of San Luis Obispo. His varied responsibilities with the City included park design, streetscene design, consultation for the Architectural Review Board and City/ consultant liaison.

The firm's philosophy, "We will exceed your needs," is accomplished by his hands-on approach to each project. As President of the firm, Tim maintains a strong role in the overall coordination of each project. He stresses physical and economical feasibility of the total project, through careful supervision and production coordination from initial design phases through construction implementation.

SCOTT J. RICE ASLA, LEED AP, CASp VICE PRESIDENT / PRINCIPAL

B.S., Landscape Architecture, California State Polytechnic University at Pomona
Licensed Landscape Architect, State of California, #5111, State of New York #2645
Certified Access Specialist CASp-709

Mr. Scott Rice is a Principal with Community Works Design Group. Scott graduated with Honors from Cal Poly Pomona, with a Bachelor of Science Degree in Landscape Architecture. He is a full member of the American Society of Landscape Architects (ASLA). Scott is a LEED Accredited Professional, and is one of only three Licensed Landscape Architects holding CASp (Certified Access Specialist) certification. He currently serves as the City Landscape Architect for the City of Highland, and has served continuously in that role since 2005. Scott is in charge of CWDG's in-house quality control/ quality assurance process.

In addition to his 17 year tenure with CWDG, Scott has also managed the design division of a nationally-recognized design-build firm, specializing in action sport facilities.



ALLISON RUSH, ASLA
SENIOR PROJECT MANAGER

Bachelor of Arts, The Pennsylvania State University
Master of Landscape Architecture, Temple University
Licensed Landscape Architect, State of California, #6378

Ms. Allison Rush is a Project Manager with Community Works Design Group, with East Coast roots. Allison earned her Bachelor's degree in Human Geography from Penn State, and her Master of Landscape Architecture degree from Temple University.

Allison's education focused on the means and methods of interaction between people and public spaces. She excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3-d modeling and photo simulation. With her education and skills, Allison has been integral in our team's efforts of conveying and shaping ideas for many important projects throughout California.



Shown above are a couple of examples of our 3-d renderings, prepared for the City of Rialto. Top: Frisbie Park Expansion; Bottom: Joe Sampson Park.

KAY C. KITE CID, CLIA
SENIOR PROJECT MANAGER

Bachelor of Arts, California State University at San Bernardino
Master of Landscape Architecture (in progress); Cal Poly Pomona (estimated completion: 2021)
CID/ CLIA Irrigation Association #006190

Ms. Kay Kite is an Irrigation Specialist with Community Works Design Group. Kay graduated from California State University in San Bernardino, Cum Laude, earning a Bachelor of Arts degree. Kay has been with CWDG for 20 years. She will be providing services in Irrigation Design and Water Auditing. Kay draws from over ten years of practical and theoretical irrigation training in order to design systems for projects, ranging from small pocket parks to one hundred and twenty acre sports parks. Not limited to irrigation systems, Kay has over nine years of experience in a variety of landscape design projects including various parks, Multi-family Housing, Planned Residential Communities, Urban Streetscapes, and other private/ commercial ventures.



SCOPE OF WORK

TASK 1 - RESEARCH - PROGRAM SCOPING

We (CWDG) are actively completing trail improvement plans that overlap future improvements in Goetz Park, so we are very familiar with the existing conditions in and around the park site. Furthermore, we currently have geotechnical investigation being performed for the benefit of the San Jacinto River Trail trailhead by LOR Geotechnical, with a boring taking place within Goetz Park. Our surveying subconsultant, Adkan Engineers, provided topographic survey services in October 2018 that include the entirety of the planned Phase II area of Goetz Park. Accordingly, the bulk of research efforts for this project have already been performed by our team. We have also received the original grading plans prepared by PHB, which take into account Phase II drainage as part of the existing improvements.

1. We will actively participate in an initial meeting with the City and key stakeholders to review all existing documentation relating to the park site, including environmental documents to be coordinated by the City.
2. We will meet with the City staff regarding maintenance concerns and anticipated use patterns of the site in order to gain a comprehensive understanding of the day-to-day function of the facilities.
3. We will research and discuss utility requirements with appropriate City departments and other providers of public utility service.
4. We will attend all Project Development Team meetings as required during this phase of the project. Because City/team communication is so important, our team will be available for as many meetings as desired by the City throughout the life of the project, with no cost to the City for additional meetings!
5. We will prepare the preliminary design schedule, encompassing the entire project parameters as determined through the course of the program assessment stage. The schedule will be prepared utilizing Critical Path Method via Microsoft Project.

TASK 1- PROGRAM ASSESSMENT- DELIVERABLES

- Regular e-mail progress updates and ongoing coordination documentation
- QA/QC Plan for City Review and Approval
- Utility Coordination
- Preliminary Schedule



TASK 2 - PRELIMINARY/ MASTER PLANNING

We will combine the general layout for the Phase II area as previously proposed by KB HOME, with the findings from Task 1, to create a master plan to be used in the Design Development of Goetz Park.

1. We will funnel our synthesis and inventory into the preparation of a Preliminary Plan for the park site, that maximizes “green” opportunities while maintaining the integrity and overall goals of the park design. The initial Preliminary Plan will be presented to the City in blackline format for initial discussion and feedback.
2. A corresponding estimate of construction costs will be provided at a “rough order of magnitude” level, so that the costs of the improvements can be evaluated in relation to available budget.
3. Upon City review and discussion, we will revise the blackline concept and cost estimates as needed.
4. Once the City has determined the Preliminary Plan and Cost Estimate accurately reflect their vision for this phase of Goetz Park, we will fully develop, detail, render and present electronically the plan view and 3-d model of the preferred design alternative for the City’s use in advertising and updating the community about the park project.



Two additional examples of our 3-D presentation techniques which vividly portray the various park amenity options, as prepared for a planned expansion to Eastvale Community Park for Jurupa Community Services District.



TASK 2 - PRELIMINARY/ MASTER PLANNING - continued

5. We will confirm that the proposed improvements do not impact the drainage calculations prepared as part of the existing park improvements, so that modifications are not needed to the drainage features currently in place.
6. We will present the Goetz Park Phase II Master Plan to the applicable City Commissions and the full City Council for all approvals.
7. We will attend all meetings as required during this phase of the project. This includes all applicable and necessary Staff, Commission, and City Council meetings.
8. We will assure that all associated agencies are consulted in regards to all utilities etc. and that all constraints are addressed. We will also ensure that all local, regional, state and federal agencies have been contacted and that we are in compliance with all regulations.
9. Adkan Engineers will prepare the Water Quality Management Plan (WQMP) for the project as required. This plan incorporates the site control BMP's, source control BMP's and treatment BMP's. Operation and maintenance requirements will be identified. If deemed necessary, a percolation investigation will be provided by the Geotechnical consultant at an additional

TASK 2- PRELIMINARY/ MASTER PLANNING - DELIVERABLES

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- Design, coordination, and preparation of meeting agendas
- Documentation of QA/QC Plan Implementation
- Final Cost Estimates
- Electronic copies of all presentations and documents
- 3-D concepts of Final Master Plan



Here is a 3-d rendering showing a portion of the final selected concept for Frisbie Park Expansion in Rialto, overlaid onto an aerial photo highlighting existing areas to remain. This type of composite plan will show how the park site interacts with the surrounding residences.



TASK 3 - DESIGN DEVELOPMENT

Upon completion of the Master Plan process, we now know exactly what components are to be further designed by our team.

1. We will work with the City Staff using the approved Master Plan for the park, to advance and prepare final design documents. These plans will begin to define the exact size, quality and method of construction of the master plan. Plans will be 24" x 36" format in AutoCAD 2015 or newer format, at 30 scale.
2. Utilizing the topographic base prepared for the site during the Task 1 Program Scoping phase, grading plans will be developed. All existing and proposed grades, drainage systems, soft and hard elevations, pad elevations, ADA access from adjacent walks and throughout the project areas, property lines, easements, boundaries, etc. will be indicated. Previously prepared geotechnical and percolation borings and reports for the site will be utilized for grading specifications, pavement sections, over excavation requirements for structures and footings/foundation design.
3. The grading and paving plans will reflect all soft and hard paving, parking lot, flatwork, drainage devices, utility services, landscape areas, erosion control devices, curbs, gutters, fencing and walks and pad design. The grading plan will be in compliance with NPDES permitting requirements. An erosion control plan and WQMP will be provided as part of the grading submittal.
4. CWDG will coordinate the pre-fab picnic facility and shade sail design and layout with the manufacturers. All Utility connections will be included.
5. All site furnishings and amenities to be incorporated into each park will be provided to the City to review in a booklet format. We want to assure that all site furnishings comply with the City's current inventory and/or will be acceptable to the City for post construction ownership and maintenance purposes.
6. The irrigation plans will be prepared by our in-house Certified Irrigation Design team. We will review with City Staff all proposed equipment to be incorporated into the design of the irrigation system.
7. Schematic Planting Plans with all necessary photo and plant descriptions will be provided. Plant suitability, maintainability, drought resistance, and reliability will be primary concerns.
8. All of the design teams plans will be reviewed with the City Staff (all departments required) on a regular basis.
9. Continuous construction and maintenance cost estimate updates from CWDG will be presented as required.
10. We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.



TASK 3 - DESIGN DEVELOPMENT PHASE - DELIVERABLES

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- 6 sets hard copies of each submittal (65% level)
- Documentation of QA/QC Plan Implementation
- Preliminary Cost Estimates (updated throughout project)
- 50% Draft Technical Specifications (Word)



Mercado Park is a fine example of recent teaming efforts between our firm and the City of Perris.



TASK 4 - CONSTRUCTION DOCUMENTS

Upon receipt of approval of the Design Development portion, we will continue preparation of the Construction Documents. The plans will continue the concepts of low maintenance, vandal resistance, attractive and practical design solutions.

1. **CIVIL ENGINEERING PLANS:** Adkan Engineers will prepare and process a fine grading plan for construction of finished grading, horizontal control, water plans, bio-swales and dust control plans. Cut and Fill earthwork calculations will be prepared at the 50% point and again at the 80% submittal. The plans will be at a scale of 1"=20' and indicate detail finish grading. Particular emphasis will be placed on ADA access into and within the park and will be designed with City input. Various options will be explored and refined into the construction document details.

ADKAN Engineering will prepare a Storm Water Pollution Prevention Plan (SWPPP). A SWPPP will need to be prepared and submitted to the Regional Water Quality Control Board. The SWPPP Manual will be prepared in accordance with the National Pollution Discharge Elimination System (NPDES) guidelines. The SWPPP Manual will be developed and certified by a Qualified SWPPP Developer (QSD). It is assumed that the client and/ or the Contractor will retain an on-site Qualified SWPPP Practitioner (QSP) for implementation and monitoring of the SWPPP Manual, including all effluent sampling and reporting. Upon completion of the preparation of the SWPPP Manual, a digital pdf will be provided to the client and Legally Responsible Person (LRP). One (1) hard copy of the SWPPP will be provided to be kept on-site during construction. This category does not include any City fees associated with submittal. Once the SWPPP is uploaded, approved, and fees have been paid, a Notice of Intent (NOI) will be issued and forwarded to the Client for their records. Mitigation options for reducing erosion will be shown on an erosion control plan, or on the precise grading plan.

2. **CONSTRUCTION DRAWINGS:** Construction Drawings will include site plans and details (will locate by dimensioning all project elements as approved in the Final Master Plan - including picnic structures, shade shelters (hard and sails), tai-chi pad(s), picnic, playgrounds, all ADA access including access to park, parking lot, site furnishings). Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products.
3. **IRRIGATION PLANS:** We will prepare complete irrigation plans. All elements of the system will be designed to carry optimal amounts of water to irrigate the affected sites. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, reclaimed water options, efficiency and, most importantly, consistency with City standards will be our primary concerns.



TASK 4 - CONSTRUCTION DOCUMENTS - continued

4. **PLANTING PLANS:** Complete Planting Plans with all necessary details will be provided. Native and naturally sustainable species will be of primary importance in the plant selection process. Planting options for students and the community will be included.
5. **ELECTRICAL:** Complete Electrical Plans with all necessary details will be provided. We will be evaluating all existing systems and incorporate all of the latest technologies including solar, low voltage, LED systems to produce the most efficient and long term solutions for the City.
6. **SPECIFICATIONS:** Specifications detailing materials and workmanship for all of the above items will be provided as required.
7. **COST ESTIMATES:** Final estimates of probable construction and maintenance costs will be prepared with CWDG providing regular value engineering recommendations.
8. **DOCUMENT PROCESSING:** We will submit the documents for City and various Utility approvals. We will review documents and make all necessary corrections.
9. **MEETINGS:** We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.
10. **FINAL DOCUMENTS:** After final approval, 24" x 36" mylars shall be submitted to the City along with a hard copy and an electronic copy of the plans and specifications for bidding purposes.

TASK 4 - CONSTRUCTION DOCUMENT PHASE - DELIVERABLES

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- 6 sets hard copies of each submittal (90% and 100% level)
- Documentation of QA/QC Plan Implementation
- Preliminary Cost Estimates (updated throughout project)
- 90% Draft plans, estimates and technical Specifications; 100% Final Technical plans, specifications and estimates.
- Spreadsheet identifying community volunteer opportunities
- CAD files of all pertinent drawings
- Construction Reference File (For Construction Inspector)



TASK 5 - BIDDING/ CONSTRUCTION PHASE

1. When the project goes out for competitive bidding, we will assist the City in the bid process, distributing bid packages, noting direction given to contractors, respond to Requests for Information and other questions asked. We will provide follow-up clarifications or addendum items for all electronic bids.
2. We will attend and chair the pre-bid meeting and provide written minutes and follow up information as required. We will assist the City in obtaining and evaluating bids for the project as required.
3. We will assist the City with construction administration assistance for specialty areas where specific technical expertise is required in determining conformance to design concepts and approved plans and specifications.
4. We will participate in twice monthly construction meetings. Based on our observations at the site and on the contractor's application for payment, we will assist in determining the amount owed to the contractor. We will review job drawings, as- builts, RFI's samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents, for the project.
5. We will review change orders and submittals for approval and issuance by the City. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations.
6. We will review as-builts and assist in the reproduction of the as-built information on disc, for the project.

TASK 5 - BIDDING/ CONSTRUCTION PHASE - DELIVERABLES

- PDF copies of all documents (field reports, etc.)
- Preparation of Architect's Supplemental Instructions (ASI) as needed.
- Prepare as-built/ record drawings
- CAD files of all pertinent drawings



FEE PROPOSAL – GOETZ PARK PHASE II

The following is our proposed fee to provide all work mentioned in our proposal for the design and development of Phase II of Goetz Park:

<u>Consultant Services</u>		<u>Fee</u>
1.	TASK ONE: RESEARCH/ SCOPING	LUMP SUM \$ 3,465.00
2.	TASK TWO: CONCEPTUAL/ MASTER PLANNING	LUMP SUM \$ 9,620.00
3.	TASK THREE: DESIGN DEVELOPMENT	LUMP SUM \$ 30,905.00
4.	TASK FOUR: CONSTRUCTION DOCUMENTS	LUMP SUM \$ 34,210.00
5.	TASK FIVE: BIDDING SERVICES AND CONSTRUCTION ADMINISTRATION	HOURLY/ N.T.E. \$ 19,650.00
6.	REIMBURSABLES (Printing/ Mileage, etc.)	ALLOW \$ 5,000.00
Total Design Fees (Open to Negotiation)		\$102,850.00

The scope and fees provided within this proposal reflect our firm's understanding of the project, including all tasks we are recommending to culminate in a successful park project. However, we are open to negotiating our exact scope and fees to best suit the City's needs and available budget.

OPTIONAL SERVICES

The following services will be provided only if determined feasible and/or required after the preparation of the conceptual design:

7.	Infiltration Testing (LOR Geotechnical)	TBD
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EXHIBIT "B"

SPECIAL REQUIREMENTS

(Not applicable)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the Contract Sum of one hundred two thousand eight hundred fifty dollars and no cents (**\$102,850.00**). Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual work completed on the project.

EXHIBIT "D"

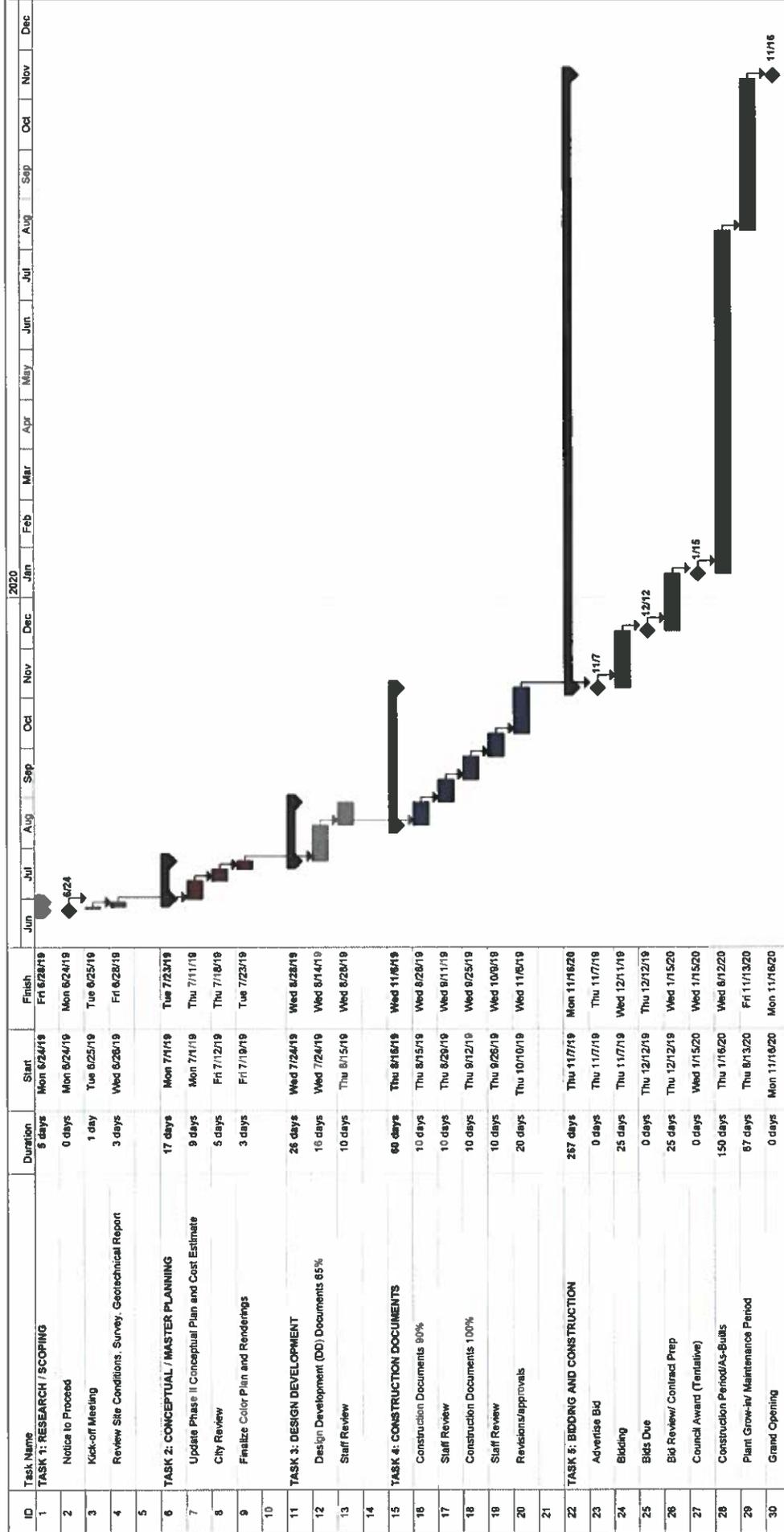
SCHEDULE OF PERFORMANCE

To be attached following this Exhibit D.



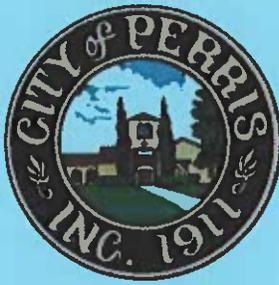
Goetz Park - Phase II
City of Perris

TENTATIVE PROJECT SCHEDULE



Project: Goetz Park Schedule - update
Date: Tue 5/21/19

Legend:
 Progress
 Milestone
 Summary
 Project Summary
 External Tasks
 External Milestone
 Deadline



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: Award Contract to Hirsch & Associates, Inc. for the professional architectural services for the expansion of Morgan Park Phase II

REQUESTED ACTION: That the City Council award a contract to Hirsch & Associates, Inc. for a total of \$162,100 for the professional architectural services for the expansion of Morgan Park Phase II; and Authorize the City Manager to enter into contract with Hirsch & Associates, Inc.

CONTACT: Sabrina Chavez, Community Services Director *SA*

BACKGROUND/DISCUSSION:

City Staff was directed to pursue the feasibility of the expansion of Morgan Park Phase II to include a sports field, restrooms, and additional parking space on the south side of the existing Morgan Park. City Staff interviewed four firms on May 8, 2019 for the professional architectural services for Morgan Park and presented the results to the Parks and Recreation Committee on May 15, 2019.

Hirsch & Associates, Inc. was selected as the architectural firm to provide a park conceptual, working drawings and construction support for Phase II of Morgan Park. Hirsch & Associates, Inc. has extensive experience in innovative park designs that are within water basins and are environmentally sustainable. Hirsch & Associates, Inc. designed Patriot Sports Park.

Respectfully, Staff recommends that the City Council award a contract to Hirsch & Associates, Inc. for a total contract sum of \$162,100 for the professional architectural services for Morgan Park Phase II. Morgan Park Phase II was an approved Capital Improvement Project for Fiscal Year 2018-2019. A budget Amendment from Industrial Park Development Impact Fund was appropriated at mid-year for Fiscal Year 2018-2019 in the amount of \$1 million to Morgan Park Phase II Fund (CIP P036).

BUDGET (or FISCAL) IMPACT:

Morgan Park Phase II is an approved Capital Improvement Project (P036). There is sufficient funding in the Fiscal Year 18-19 budget for these services.

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director RC 

Attachments: Draft Hirsch & Associates, Inc. Contract Service Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
HIRSCH & ASSOCIATES, INC. FOR
MORGAN PARK PHASE II PROJECT

This Contract Services Agreement ("Agreement"), is made and entered into this _____ day of _____, by and between the City of Perris, a municipal corporation ("City"), and Hirsch & Associates, Inc. ("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 here under.

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 one hundred sixty two thousand one hundred dollars and no cents (**\$162,100.00**) ("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 a period of twelve (12) months until completion of the services no later than December 31, 2020. At the discretion of the City of Perris, this agreement may be renewed up to an additional two (2) years.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Mark Hirsch 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 errors and omission insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000 in the aggregate with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

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

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

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

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

5.2 Indemnification.

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

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

6.0 **RECORDS AND REPORTS**

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

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

Eric L. Dunn, City Attorney

"CONSULTANT"
Hirsch & Associates, Inc.
221 E. Winston Rd
Anaheim, Ca 92806

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

Per the scope of services specified in the proposal from **Hirsch & Associates** dated March 25, 2019, which are attached with this Exhibit A.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

March 25, 2019

Sabrina Chavez, Director
Community Services
City of Perris
227 North "D" Street
Perris, CA 92570-1998

Re: Morgan Park

Subject: Professional Design Services

Dear Sabrina,

Thank you for the opportunity to submit our proposal for the design of the Park. Our proposal contains a summary of our Project Understanding, Scope of Work, City Responsibilities, Time Schedule, Professional Fee, Supplemental Services and Conditions, and Exclusions. Our proposal and fee are in accordance with the information that we have obtained through meetings with you and city staff members, and an on-site review of the project areas.

I, Patrick L. Hirsch, Landscape Architect, President of HAI will provide personal service and attention to the City of Perris and have direct and continuous responsibility in all matters dealing with planning, and design of the park. The balance of our in-house staff assigned to the project and their responsibilities will be:

- Mark A. L. Hirsch, Licensed Landscape Contractor (C-27),
Certified Irrigation Designer and Auditor Senior Project Manager
- Pam Brown, Licensed Landscape Architect, Senior Designer Senior Designer

Our sub-consultants and their scope of services are as follows:

- Blue Peak Engineering, Civil Engineering: Preparation of the WQMP, SWPPP, NOI and On-Site Hydrology Calculations.
- IDS Engineering, Electrical Engineering: Preparation of park electrical plans for basketball court.
- Landmark Structures, Structural Engineering: Preparation of light pole foundations.
- Soil Exploration, Geotechnical Engineering: Preparation of the Preliminary Geotechnical Report.
- Wallace Laboratory: Preparation of the Agricultural Soil Suitability Testing and Report
- Inland Aerial Survey: Topographical land survey.
- Earthworks: Earthwork calculations.

Project Understanding

The project is a Community Park with sports facilities consisting of three phases and phase one of the park is complete. At this time the design for phase two of the park is envisioned to include all or most of the following items; a parking lot for approximately 134 cars, one lighted grass soccer field, one small pre-fabricated restroom building, concrete walkways, DG walkways, seating areas, solar walkway lighting, bio-swales, on-site water retention and infiltration, low water use native tree planting, low flow irrigation system, mulch covered landscape areas, main electrical distribution panel with secondary panel for soccer field and parking lot lighting, sewer and domestic water lines for restroom building, and domestic water meter. The final design and amenities will be determined during the Schematic Design Phase.

Scope of Work

Our scope of work will consist of the following.

Initial Planning Phase

Task

- A. Meet with City staff to finalize working relationships and determine the City's project manager.
- B. Review utility plans provided by the utility companies and conduct on-site visual investigation to verify existing conditions.
- C. Prepare topographical survey of the entire park to include phases two and three.
- D. Obtain and review street improvement plans for Morgan Street Road.
- E. Notify and coordinate with local utility providers.
- F. Prepare geotechnical investigation and preliminary report to determine soil bearing values, infiltration rate for soil, and soil texture. Includes (2) on-site borings to be determined in field.
- G. Prepare Agricultural Soil Suitability Test to determine soil fertility and soil amendment recommendation.
- H. Receive and review city park development standards.
- I. Prepare base sheet of park for use in park design.

Schematic Planning Phase

Task

- A. Prepare Preliminary Schematic Design Plan in black and white format that illustrates park layout, character of the park and facilities to be developed.
- B. Meet with city staff to review the Preliminary Schematic Design Plan and receive comments and direction.
- C. Prepare a Final Schematic Design Plan in colored rendering format that illustrates the park layout with a material image board that illustrates the material, color, texture, size, style, shape and character of the park facilities to be developed.
- D. Prepare a preliminary cost estimate for the park development.
- E. Meet with city staff to review the Final Schematic Design Plan, image boards, and preliminary cost estimate and receive comments and directions. Revise Final Schematic Design Plan, image boards, and preliminary cost estimate per comments and directions received.
- F. Present the Final Schematic Design Plan to the neighborhood for review and comment. Revise Final Schematic Design Plan and preliminary cost estimate per comments received. (one meeting). Optional Service.
- G. Present the Final Schematic Design Plan and image board to the Recreation Commission for review

and approval. Revise Conceptual Design Plan and preliminary cost estimate, if necessary. (one meeting). Optional Services.

H. Present the Final Schematic Design Plan and image board to the City Council for approval. Revise Conceptual Design Plan and preliminary cost estimate, if necessary. (one meeting) Optional Services.

Design Development Phase

Task

- A. Coordinate with all utility providers.
- B. Coordinate with Riverside County Flood Control.
- C. Prepare Tentative Project Schedule.

Construction Documents Phase

Task

A. Prepare from the approved Final Schematic Design Plan, construction drawings and specifications setting forth in detail all work to be undertaken. Construction documents will be prepared in AutoCAD 2018. Specifications will be prepared in Microsoft Word per CSI format, and construction details shall be prepared per City Standards, Standard Specifications for Public Works Construction, American with Disabilities Act, and applicable portions of American Public Works Association Standards.

- Prepare 50% construction documents illustrating in detail all work to be undertaken. Prepare itemized probable construction cost estimate for improvements as shown on plans. Submit plans and cost estimate to city staff for review. Revise as necessary to receive approval.
- Prepare 100% construction documents illustrating in detail all work to be undertaken. Finalize probable construction cost estimate for improvements as shown on plans. Submit plans and cost estimate to city staff for review. Revise as necessary to receive approval.

Construction documents will generally consist of the following:

- Cover Sheet.
- Clearing and Grubbing Plan
- Grading and Drainage Plans and Details.
- Erosion Control Plan and Details
- Utility Plans and Details.
- Horizontal and Vertical Control (Dimension Plan).
- Site Construction Plans and Details.
- Landscape and Irrigation Plans with Details.
- Electrical and Lighting Plans and Details.
- Preparation of SWPPP, WQMP, NOI and On-Site Hydrology calculations.
- Preparation of structural plans for light pole foundations.
- All plans and structural calculations for pre-fabricated restroom building will be prepared by the manufacturer and submitted to the City Building Department as a 'Deferred Submittal' for approval and permit.

B. Submit project plans to the Public Works Department and Building Department of approval and permitting. Revise per comments received.

C. Update Project Schedule.

Project Bidding Phase

Task

A. Prepare Bid Form (including alternate bid items as requested by the city) base upon approved Final Probable Construction Cost Estimate for inclusion into the project Notice Inviting Bids.

- B. City Council approves project to be advertised for bids.
- C. Attend pre-bid meeting at site with city project manager, city staff and prospective bidders.
- D. Assist city project manager during project bid by providing clarification to construction documents and preparation of addenda's to be issued by the city.
- E. Attend bid opening.
- F. Reviewing bids received and provide comment.
- G. Council award of construction contract for construction.

Construction Support Phase

HAI and project team members will provide the following services during construction. Construction time is estimated to be 120 working days (approximately 6 months) excluding 30-day plant establishment and 60-day post maintenance period.

Task

A. Office

- Communicate by phone and E-mail with project manager as necessary during construction.
- Coordinate with all sub-consultants team members and their efforts on the project.
- Provide interpretation and clarification to the construction documents during construction. Answer all RFI and RFC received from contractor in a prompt and timely manner to keep the project on schedule.
- Review and approve product submittals, material submittals and shop drawings provided by the Contractor, and review submittal log with project manager and Contractor at weekly meetings.
- Review construction schedule submitted by Contractor and endeavor to insure contractor's compliance to schedule.
- Review and comment on all progress payment requests from Contractor.
- Review and comment on all change orders and time extensions requested by Contractor.
- Review and comment on all material and field-testing, i.e.; concrete cylinder test, compaction test, Imported soil, etc.
- Prepare a complete set of record drawings indicating "as-built" conditions obtained from information documented and provided by the Contractor.
- Review and approve all Contractor supplied project closeout items and operation manuals specified in the contract documents at project completion and turn over to City.

B. Field

- Attend pre-construction meeting at site with all parties.
- Attend weekly on-site meetings with the project manager, city staff and contractor, and conduct a progress review of the project, prepare a written report of the meeting and identify items that need attention or correction.
- Communicate by phone and email with project manager as necessary during construction.
- Coordinate with all sub-consultants team members and their efforts on the project.
- Observe and approve irrigation mainline pressure test and irrigation coverage test prior to landscape installation.
- Inspect and approve all soil preparation material, planting methods, and finish grading.
- Visit local nurseries to select plant material for project.
- Observe installation of plant material.
- Conduct final review of irrigation system upon completion of plant material installation.
- Attend substantial completion inspection at request of project manager and prepare punch list.
- Review and approve punch list items upon their completion.
- Attend final inspection upon completion of 30-day Plant Establishment and 60-day Post Maintenance Periods. (2 meetings)

Items Not Included in Contract

- Continuous daily inspection of Contractor's work.

- All inspection services normally provided by City's Building and Safety, and Engineering Departments.
- All other services not specifically included within the scope of work and scope of services.
- Coordination and design of any off-site utility and storm drain extension or up-grades.
- Construction survey during project construction.
- Geotechnical services during project construction.

City Responsibilities

- Provide all property survey and boundary information.
- Process the approval of all plans by governmental agencies having jurisdiction over the project. Coordinate submittals as necessary and pay all fees.
- Reproduce final bid documents and plans. Pay all reproduction and delivery cost for plans and other items requested by city and required for project development.
- Pay all cost for project bidding and mailing of addenda's during project bidding.
- Provide and pay for all City inspection services, construction survey and geotechnical services during project construction.
- Provide general conditions and special provisions and other City "boiler plate" in computer format for insertion into project specifications.
- Provide concise objectives for project development.
- Attach this proposal to professional services agreement.

Design Time Schedule

HAI and our sub-consultants maintain sufficient staff to provide all services in a prompt and timely manner. The anticipated project design schedule is 12 weeks including Initial Planning, Schematic Design, Design Development and Construction Documents Phases, and will start upon the City issuance of the "Notice to Proceed" to HAI.

Professional Fee Schedule

Professional fees for services stated include all costs for general overhead, profit, telephone, clerical, travel to and from the city and project site, and incidental expenses not separately requested by City. Professional fees are good for a period of 90-days from date of proposal.

Initial Planning Phase

Task

A	\$800.00
B	\$1,600.00
C	\$9,500.00
D	\$800.00
E	\$800.00
F	\$7,000.00
G	\$2,000.00
H	\$800.00
I	\$3,200.00
Subtotal	\$26,500.00

Schematic Planning Phase

Task

A	\$5,000.00
B	\$800.00
C	\$5,000.00
D	\$1,600.00
E	\$1,600.00
F	\$1,600.00

G Optional Service	\$1,200.00
H Optional Service.....	\$1,200.00
Subtotal	\$18,000.00

Design Development Phase

Task	
A	\$2,400.00
B	\$1,200.00
C	\$800.00
Subtotal	\$4,400.00

Construction Document Phase

Task	
A	\$85,500.00
• HAI.....	\$48,000.00
• IDS Engineering.....	\$18,500.00
• Blue Peak Engineering	\$15,500.00
• Landmark Structural Engineers	\$2,500.00
• Earthworks.....	\$1,000.00
B	No Cost
Subtotal	\$85,500.00

Project Bidding Phase

Task	
A	\$800.00
B	No Cost
C	\$800.00
D	\$1,600.00
E	\$800.00
F	\$800.00
G	No Cost
Subtotal	\$4,800.00

Construction Support Phase

Task	
A. Office	\$8,500.00
B. Field	\$14,400.00
Subtotal	\$22,900.00

Total Not to Exceed Fee.....\$162,100.00

Reimbursement payments for printing and delivery are estimated to be \$4,000.00 and are not included in our fee stated above. This cost must be accounted for in the City budget for our services.

Supplemental Services and Conditions

Additional Services

Professional fees are based on a project as outlined within the scope of work. If the scope of work is increased or changed at the request of the City of Perris, HAI shall receive compensation based on additional hours worked at the hourly rates stated below, or an agreed upon negotiated fee. City of Perris prior to performance of such services will approve additional services and costs in writing.

Principle Landscape Architect	\$150/hr
Civil Engineer	\$175/hr
Structural Engineer	\$180.00
Electrical Engineer	\$170.00
Director of Projects	\$120/hr

Associate Landscape Architect	\$100/hr
Senior Project Manager	\$95/hr
Project Manager	\$80/hr
Technical Staff	\$75/hr
Computer Graphic Designer	\$75/hr
Clerical	\$55/hr
Project Meetings	\$800/ea
Construction Support Meetings	\$800/ea
Travel	\$0.58/mi
Reproduction / Printing	Cost Plus 10%

Plan Check Cost

City of Perris will be responsible for submitting and paying all cost for Plan Check and fees as required by the City and local agencies having jurisdiction over the project.

Reimbursable Expenses

All plotting, printing, blueprinting and photographic reproductions including special overnight deliveries (other than US Postal Service) requested by City of Perris and required for plan check submittal, permitting and project construction shall be paid by City of Perris. E-mail of plans and documents to City of Perris or its selected Reprographics Company for printing will be at no cost to City of Perris.

Travel

Authorized travel associated for project design and project meetings, are included within our fees, excluding travel associated with additional services.

Abandonment of Project

In the event this project is abandoned by written notice from City of Perris compensation will be the last progress billing invoice, plus a mutually agreed upon amount for work and expenses incurred by HAI since that invoicing.

Plans and Specifications

Original drawings and plans are instruments of service and shall remain the property of HAI until final payment has been received. HAI will supply City of Perris with one original set of plans and specifications in PDF format for duplication.

Termination

Either party may terminate this agreement, by providing a 30-day written notice. All outstanding professional fees for services along with reimbursable expenses shall be paid in full upon date of termination or delivery of documents to City of Perris. Contract shall also terminate upon receipt of final payment for services.

Exclusions from Basic Services. The following services shall be excluded from the basic services listed above and shall be provided by City of Perris at its expenses.

- Project and Construction management services during construction. HAI can provide these services at an additional cost if requested by the City.
- Arborist services. HAI can provide this services at an additional cost if requested by the City.
- Revisions to completed and/or partially completed plans, studies and other documents, which are in conformance with the directions received from the City, or other jurisdictions and agencies have control over the project design.
- All design work, cost estimating and other services related to the under-grounding or relocation of the existing known and/or unknown utilities (irrigation water pipes, telephone lines and electrical lines, storm drain lines and sewer lines) that run across the property are excluded since the scope of work for these utilities is not currently know and will be determined during the initial design phase of the project. However, we will work with City of

Perris during the conceptual design phase of the project to determine the final disposition of these utilities.

- Payment of all plan check, permit and assessment fees for project.
- All other services not specifically delineated in the Proposals and Scope of Work.

Information presented in this proposal is confidential information and shall not be distributed to anyone without written authorization from HAI, Hirsch & Associate Inc.

Respectfully Submitted,



Patrick L. Hirsch, President
Landscape Architect CA #1710

End of Proposal

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Not applicable)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the Contract Sum of one hundred sixty two thousand one hundred dollars and no cents (**\$162,100.00**). Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual work completed on the project.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

To be attached following this Exhibit D.



8.1.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: My Brother's Keeper request for a fee waiver for use of Bob Glass Gymnasium and Foss Field.

REQUESTED ACTION: That the City Council consider a waiver of rental fees in support of the My Brother's Keeper Community Health Fair event to be held on June 22, 2019 at the Bob Glass Gymnasium and Foss Field.

CONTACT: Arcenio Ramirez, Community Services Manager 

BACKGROUND/DISCUSSION:

My Brother's Keeper has planned an eye exam and community health fair at the Bob Glass Gymnasium and Foss Field, on June 22, 2019 from 7:00 a.m. - 6:00 p.m. The event provides eye exams by licensed optometrists to distribute recycled eyeglasses at no charge to participants and provide community health resources. Dana Thomas, founder and CEO of My Brother's Keeper, is requesting that the City Council authorize the waiver of rental fees associated with the reservation of Foss Field and Bob Glass Gymnasium.

For the organization to receive a fee waiver, City Council approval is necessary, since their federal 501(c)(3) exemption is based in the City of Moreno Valley. The total value of the requested fee waiver is \$2,950.00 (\$2,200.00 for the Gymnasium; \$400.00 Foss Field rental, plus deposit for \$350.00).

BUDGET (or FISCAL) IMPACT: The total loss of revenue for the reservation request of Bob Glass Gymnasium and Foss Field is \$2,950.00.

Prepared by: Arcenio Ramirez, Community Services Manager

REVIEWED BY: Sabrina Chavez, Director of Community Services

City Attorney _____
Assistant City Manager _____
Finance Director _____

Attachments:

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

M My Brothers Keeper TLC

P.O. Box 574
Perris, CA 92572
(951) 623-1505

March 7, 2019

Honorable Michael M Vargas, Mayor of Perris
and Members of the Perris City Council
City Hall
101 North D Street
Perris, CA 92570

Dear Mayor Vargas and Distinguished Members of the City Council,

I am excited to announce California Lions Friends in Sight has given us another date for Vision Screening this year. They have generously provided their services to our city residents for over 6 years and is reserving June 22, 2019 for our annual vision screening event. To facilitate their very structured service they request the continued use of the Bob Glass Gymnasium.

My Brothers Keeper TLC, a non-profit social service organization, is new to the City of Perris but not new to providing services. We are proud to bring a much-needed service to city residents and look forward to bringing other services in the upcoming years during this annual health fair.

Friends of Diabetics will continue to join us in hosting this event. As the hosts of this event we are requesting the use of and fee waivers for the Bob Glass Gymnasium with the kitchen/community room, the lawn area in front of the gymnasium and City Hall, the Senior Center, Foss Field Park and all parking areas. The waiver of the fees will minimize our cost aiding us in providing the best activities for the day. Additionally, we request a waiver of the business license requirement for our vendors.

Thank you for your consideration. We hope you join us in our excitement and find our request reasonable and favorable. If you have any questions, please call me at (951) 623-1918.

Together we can create a healthier community.

Sincerely,



Dana Thomas
Founder/CEO
My Brothers Keeper TLC
328 East 6th Street
Perris, CA 92570
(951) 623-1505

DT:qt

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 28 2017

MY BROTHERS KEEPER TLC
16893 TACK LANE
MORENO VALLEY, CA 92555-0000

Employer Identification Number:
81-4399462
DLN:
26053479006247
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 12, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

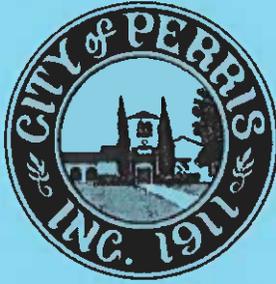
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

MY BROTHERS KEEPER TLC

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeffrey I. Cooper". The signature is written in a cursive style with some loops and flourishes.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

8.J.

MEETING DATE: May 28, 2019

SUBJECT: Investment Report – Quarter Ended March 31, 2019

REQUESTED ACTION: Receive and File Quarterly Investment Report for the Quarter Ended March 31, 2019

CONTACT: Ron Carr, Interim Director of Finance *RC*

BACKGROUND/DISCUSSION:

The California Government Code establishes requirements for Treasurer's Investment Reports and investment practices. Section 53646 of the Code states that the City's Treasurer shall render a quarterly report to the City Manager and City Council.

The earnings for the third quarter of 2018-19, as presented in this report, are \$1,232,326.91.

The City continues to employ an investment strategy of maximizing yield while maintaining security of the City's invested funds as specified in the investment policy adopted by the Council.

BUDGET (or FISCAL) IMPACT: Interest income earned for the third quarter of Fiscal Year 2018-2019 as reported is \$1,232,326.91. The projected interest income for the General Fund is \$239,724.44.

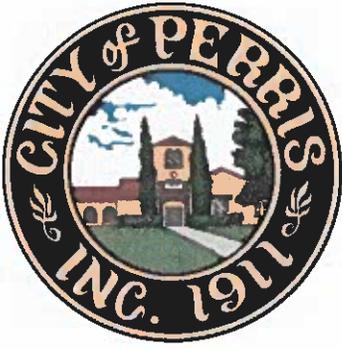
Prepared by: Adrienne Morales, Accountant II

REVIEWED BY: Ron Carr, Interim Finance Director

City Attorney _____
Assistant City Manager _____
Finance Director *RC*

Attachments: Memorandum, Quarterly Investment Report

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



CITY OF PERRIS

DEPARTMENT OF FINANCE
101 North 'D' Street, Perris, CA 92570-2200
TEL: 951-943-4610 FAX: 951-943-5065

Memorandum

TO: Honorable Mayor and Members of the Perris City Council
FROM: Adrienne Morales, Accountant II
PREPARED BY: Adrienne Morales, Accountant II
APPROVED BY: Ron Carr, Interim Director of Finance
DATE: May 28, 2019
SUBJECT: Quarterly Investment Report as of March 31, 2019

I hereby certify that this quarterly investment report (see attached Exhibit A) accurately reflects all investments and is in compliance with the City's Investment Policy (see Compliance Table Exhibit B). Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditures for the next six months.

Approved by:

Ron Carr, Interim Director of Finance

5/22/19

Date

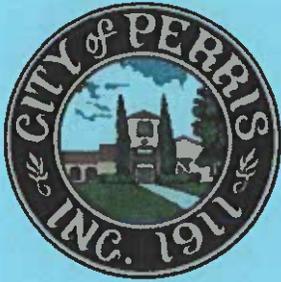
EXHIBIT A

City of Perris
Quarterly Investment Report
 January 1, 2019 - March 31, 2019

Current Quarter Ending March 31, 2019

<u>Type of Investment</u>	<u>Institution</u>	<u>Maturity Date</u>	<u>Deposit Amount *</u>	<u>Interest Received</u>
Pooled	Citizens Business Bank (Premiere Money Market)	Liquid	40,650,002.97	44,086.15
Pooled	Citizens Business Bank (Investment)	Liquid	44,427,094.17	361,283.06
Pooled	Local Agency Investment Fund (LAIF)	Liquid	3,486,053.55	21,867.40
Pooled	U.S. Bank (Investment)	Liquid	-	-
Pooled	Chandler Asset Management	Liquid	75,136,761.28	806,217.06
Total Interest Earning for Period Ending Mar. 31, 2019:				\$ 1,233,453.67

* Average Quarterly Cash Balance per Investment Account



8.K.

CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: May 28, 2019
SUBJECT: Check Register for April 2019
REQUESTED ACTION: Approve the City's Monthly Check Register for April 2019
CONTACT: Ron Carr, Interim Director of Finance

BACKGROUND/DISCUSSION:

The check register for the month of April 2019 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Stephen Ajobiewe

REVIEWED BY:

Assistant City Manager 
Interim Director of Finance 

Consent Item: X

CITY OF PERRIS
CHECK REGISTER
April 30, 2019

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
135503	04/01/2019	CORPORATE PAYMENT SYSTEMS	CPRS CONFERENCE/YAC SHADOW DAY/OFFICE SUPPLIES	\$ 12,305.65
135504	04/01/2019	TEAMAN RAMIREZ & SMITH, INC	HOUSING ACCTG SERVICES-AUDIT JUNE 30, 2018	2,100.00
135505	04/03/2019	TEAMAN RAMIREZ & SMITH, INC	ACCOUNTING SERVICES-FY17-18 AUDIT	46,942.00
135506	04/03/2019	ADVANCE REFRIGERATION & ICE SYSTEMS	SOLENOID WATER INLET/LABOR AT THE SENIOR CENTER	284.50
135507	04/03/2019	BILL & DAVE'S LDCS MAINTENANCE	LANDSCAPE MAINTENANCE 2/01-2/28/19	25,894.00
135508	04/03/2019	DENNIS GRUBB & ASSOCIATES	DEVELOPMENT REVIEW SERVICES	1,250.00
135509	04/03/2019	FULL THROTTLE	GRAFFITI ABATEMENT SERVICES, 3/01-3/31/19	4,582.00
135510	04/03/2019	HOME DEPOT CREDIT SERVICES	FACILITY VAN TOOLS/VEHICLE MAINT/CITY YARD/HARLEY KNOX	1,595.58
135511	04/03/2019	LYONS SECURITY SERVICE INC.	EVENING VEHICLE PATROL/CITY HALL SECURITY OFFICER	11,476.86
135512	04/03/2019	PACIFIC CODE COMPLIANCE	INTERIM BLD OFFICIAL/IT STUDIO REMODEL	13,960.00
135513	04/03/2019	RK ENGINEERING GROUP INC	PERRY ST & BARRETT AVE	560.00
135514	04/03/2019	THE SOCO GROUP	FUEL CARDS	2,718.21
135515	04/03/2019	TRI-LAKE CONSULTANTS, INC.	VARIOUS ENGINEERING PROJECTS	20,031.36
135516	04/03/2019	WATER EDUCATION SERVICES, INC	SPECIAL PROJECTS COORDINATOR 3/01-3/15/19	4,284.50
135517	04/05/2019	4IMPRINT, INC.	HEALTH FAIR ITEMS: ARTWORK/PRINTING	2,978.12
135518	04/05/2019	IKEYA ADAMS	REFEREE: 5 GAMES 3/09/19	125.00
135519	04/05/2019	AK & COMPANY	PROFESSIONAL CONSULTING	2,500.00
135520	04/05/2019	AMERICAN LEGION POST 595	REGISTRATION FEE	45.00
135521	04/05/2019	ANDERSON ELECTRIC	REPAIRS:MORGAN PARK/ROTARY PARK/CESAR CHAVEZ LIBRARY	1,177.00
135522	04/05/2019	APPLEONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	3,816.00
135523	04/05/2019	DEREK BROWN	HIP HOP INSTRUCTOR 3/04-3/29/19	751.63
135524	04/05/2019	BUSINESS ORIENTED SOFTWARE SOLUTIONS, INC.	BOSS SOFTWARE (3) LICENSES	6,489.00
135525	04/05/2019	CALOLYMPIC SAFETY	ORANGE SAFETY VESTS	1,060.00
135526	04/05/2019	ZAIRA CARDONA	MILEAGE REIMBURSEMENT	77.26
135527	04/05/2019	ARTURO CERVANTES	NEW SAMSUNG 75" CLASS 4K	1,385.12
135528	04/05/2019	CG RESOURCE MANAGEMENT	WQMP PLAN CHECK: SEVERAL LOCATIONS	27,887.51
135529	04/05/2019	CINTAS	FACILITIES SUPPLIES	109.60
135530	04/05/2019	CINTAS	FIRST AID KIT SUPPLIES	380.66
135531	04/05/2019	COLOMIAL LIFE & ACCIDENT INSURANCE	INSURANCE: MARCH 2019	93.56
135532	04/05/2019	COMMUNITY WORKS DESIGN GROUP	SAN JACINTO TRAILS: JAN 2019	1,664.50
135533	04/05/2019	CONCRETA MEDICAL CENTERS	EMPLOYEE PHYSICAL	83.50
135534	04/05/2019	CORPORATE PAYMENT SYSTEMS	CM: BUSINESS MEALS/FUEL	617.75
135535	04/05/2019	CORPORATE PAYMENT SYSTEMS	MAYORS CONFERENCE/SYMPATHY FLOWERS/OFFICE SUPPLIES	2,669.72
135536	04/05/2019	CPRS	CPRS REGISTRATION: CITY STAFF	610.00
135537	04/05/2019	CPRS	CPRS REGISTRATION: CITY STAFF	610.00
135538	04/05/2019	CPRS	CPRS REGISTRATION: CITY STAFF	610.00
135539	04/05/2019	CPRS, DISTRICT 11	AQUATICS COURSE: 4/02-4/03/19	750.00
135540	04/05/2019	CREATIVE PRINTING	WATER DEPT: NOTICES/ENVELOPES	388.01
135541	04/05/2019	DAN'S FEED AND SEED INC.	PROPANE	33.83
135542	04/05/2019	THE DUMBBELL MAN FITNESS EQUIPMENT	FITNESS EQUIPMENT REPAIRS	235.00
135543	04/05/2019	EASTERN MUNICIPAL WATER DISTRICT	SEWER FEE COLLECTIONS, FEB 2019	169,373.75
135544	04/05/2019	EASTERN MUNICIPAL WATER DISTRICT	2/26-3/25/2019	15,779.21
135545	04/05/2019	EASTERN MUNICIPAL WATER DISTRICT	2/21-3/24/2019	76,461.01
135546	04/05/2019	EDUARDO SIDA	JR MASTER GARDENER CONFERENCE: HOTEL EXPENSE	447.96
135547	04/05/2019	ENHANCE THE GIFT MINISTRIES	PERFORMING ARTS 12/01-12/31/18	527.74
135548	04/05/2019	EWING	MATERIALS: HARLEY KNOX OFFICE	497.22
135549	04/05/2019	FRONTIER	940-4036 3/16-4/15/19	277.89
135550	04/05/2019	THE GAS COMPANY	1/28-2/27/2019	3,615.95
135551	04/05/2019	GAVILAN SPRINGS NURSERY	FLOWERS/PLANTS: HARLEY KNOX BLVD	242.44
135552	04/05/2019	GREEN PALM MAINTENANCE	VICTOR COMMUNITY SUPPORT CENTER	239.00
135553	04/05/2019	HAULAWAY STORAGE CONTAINERS, INC	20FT CONTAINER RENTAL: METZ PARK 2/06-3/05/19	83.74
135554	04/05/2019	HERNANDEZ LANDSCAPE CO, INC	LMD 1-2017-18-01 1/01-1/31/2019	9,600.00
135555	04/05/2019	IMPERIAL SPRINKLER SUPPLY	ARMADA HI POWER WIRE & VALVE	810.19
135556	04/05/2019	INLAND LIGHTING SUPPLIES	LED LIGHTS AT MORGAN PARK	409.23
135557	04/05/2019	IRON MOUNTAIN	DEV SVCS DEPT: STORAGE 3/01-3/31/19	229.67
135558	04/05/2019	JOHNSON CONTROLS FIRE PROTECTION	CITY OF PERRIS BANK: 2/19/19	654.82
135559	04/05/2019	JOSE A. ESTRADA DESIGN CONSULTANTS	EVANS PARKWAY AT MAY RANCH	4,500.00
135560	04/05/2019	LANGUAGE NETWORK, INC.	COUNCIL MEETING: INTERPRETATION SERVICES 3/12/19	180.00
135561	04/05/2019	CYNTHIA LEMUS	MILEAGE REIMBURSEMENT	42.91
135562	04/05/2019	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	29,138.41
135563	04/05/2019	NAPA AUTO PARTS	STARTER SWITCH, REMOTE	58.58
135564	04/05/2019	NATIONAL BUSINESS FURNITURE, LLC	LATERAL FILE DRAWERS	2,488.38
135565	04/05/2019	NATIONAL DRIVE	TEAMSTERS DRIVE, MARCH 2019	12.00
135566	04/05/2019	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	INDIAN AVE & RAMONA EXPRESSWAY	25,233.61
135567	04/05/2019	PAR WEST TURF SERVICES, INC.	RECYCLED WATER SIGNS	1,881.54
135568	04/05/2019	RICO P. PEREIRA	REFEREE: 5 GAMES 3/09/19	125.00
135569	04/05/2019	PERRIS VALLEY CHAMBER OF COMME	MEMBERSHIP/SPONSORSHIP	5,000.00
135570	04/05/2019	PGI, INC.	BANNER FOR HOUSING DEPARTMENT	237.05
135571	04/05/2019	PITNEY BOWES GLOBAL FINANCIAL	INSERTING SYSTEM 1/20-4/19/19	2,147.75
135572	04/05/2019	PREFERRED BENEFIT INSURANCE	DELTA DENTAL/MARCH 2019	6,542.62
135573	04/05/2019	ARCENIO RAMIREZ	CPRS CONFERENCE TRAVEL REIMBURSEMENT: 3/22/19	241.42
135574	04/05/2019	RCTC	5TH ST WATER LINE RELOCATION 7/01/15-9/30/15	1,893.26
135575	04/05/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	180.44
135576	04/05/2019	RIGHTWAY	PORTABLE TOILET SERVICES	474.36
135577	04/05/2019	RIVERSIDE COUNTY CLERK - RECORDER	DECEMBER 2018 RECORDINGS	144.00
135578	04/05/2019	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT	COPS & CLERGY/COUNCIL MEETINGS/EXPLORER MEETINGS	33,270.58
135579	04/05/2019	ROSA'S BRIDE & TUX SHOP	VALENTINES DAY LUNCHEON	550.00
135580	04/05/2019	ROW TRAFFIC SAFETY, INC	STREET SIGNS/HARDWARE/SAND BARREL	4,085.88
135581	04/05/2019	SAM'S CLUB DIRECT	OFFICE/KITCHEN SUPPLIES	100.66
135582	04/05/2019	SCE	2/21-3/22/19	75.69
135583	04/05/2019	SMARTSIGN	5 PACKS OF ASSET TAGS	485.88
135584	04/05/2019	SOLID RED STUDIO	MONITOR STAND/DESK	128.00
135585	04/05/2019	SPARKLETTES	BOTTLED WATER SERVICES	203.87
135586	04/05/2019	STANLEY CONVERGENT SECURITY, INC	MONITORING: APRIL 2019 HOUSING AUTHORITY/227 N D ST	756.10
135587	04/05/2019	STATER BROS MARKETS	ACTIVE SHOOTER TRAINING/YAC/BIRTHDAYS/INTERVIEWS	456.51
135588	04/05/2019	STEVE LEMON AIR CONDITIONING	FACILITY MAINTENANCE	2,339.00
135589	04/05/2019	STOTZ EQUIPMENT	HEAD LIGHT SWITCH & MOUNTING	71.09
135590	04/05/2019	SUPERION, LLC	PENTAMATION SOFTWARE 4/01-4/30/19	3,557.40
135591	04/05/2019	TEAMAN RAMIREZ & SMITH, INC	ACCOUNTING SERVICES-FY17-18 AUDIT	2,300.00

CITY OF PERRIS
CHECK REGISTER
April 30, 2019

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
135592	04/05/2019	SPECTRUM BUSINESS	CITY HALL CABLE/INTERNET SEVERAL CITY DEPARTMENTS MAR-APR19	3,800.27
135593	04/05/2019	COUNTY OF RIVERSIDE	ETHANAC #D: NEW TRAFFIC SIGNAL	45.80
135594	04/05/2019	TRANSPORT GRAPHICS	SIGNS FOR CITY PARKS	545.83
135595	04/05/2019	VERIZON WIRELESS	FEB 14 - MAR 13, 2019	7,296.86
135596	04/05/2019	VPLS SOLUTIONS, LLC	VISION STANDARD 2019	235.63
135597	04/05/2019	WALTERS WHOLESALE ELECTRIC CO	SUPPLIES/LIGHTING: BOB GLASS GYM & FACILITIES	133.99
135598	04/05/2019	WESTERN EXTERMINATOR COMPANY	PEST CONTROL SERVICES	1,460.97
135599	04/05/2019	NINA ZALUNARDO	REIMBURSE: DECOR FOR AWARDS BANQUET	45.61
135600	04/05/2019	PERRIS AUTO SPEEDWAY	2019 FIREWORKS SHOW: SPONSORSHIP	20,000.00
135601	04/10/2019	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	385.00
135602	04/10/2019	AMERIPRIDE SERVICES INC.	UNIFORM RENTALS	909.78
135603	04/10/2019	DENNIS GRUBB & ASSOCIATES	DEVELOPMENT REVIEW SERVICES	1,100.00
135604	04/10/2019	ECOLINE INDUSTRIAL SUPPLY	DOUBLE SIDED WHITE FORAM TAPE	618.32
135605	04/10/2019	HOME DEPOT CREDIT SERVICES	FACILITY VAN STOCK MATERIALS/SEWAGE PUMP/SOLAR ROLLER/COUNCIL CHAMBERS REPAIRS	2,988.48
135606	04/10/2019	HECTOR LEDESMA	REIMBURSE: CITRUS COLLEGE PAYMENT	37.00
135607	04/10/2019	LIFE LIFTERS INTERNATIONAL	BACKPACKS	600.00
135608	04/10/2019	PACIFIC CODE COMPLIANCE	SR CENTER: BILLIARDS ROOM : FEB 2019	3,200.00
135609	04/10/2019	RK ENGINEERING GROUP INC	SIGNING/STRIPING: NAVAJO RD & 7TH STREET TRAFFIC REVIEW	20,100.00
135610	04/10/2019	SIGMA BETA XI INC	CAJVIP PROGRAM, MENTORS FEB 2019	7,218.47
135611	04/10/2019	LAURA SOSA	FITNESS INSTRUCTOR 3/15-3/27/19 & HIKE SERIES FEB-MAR 19	992.60
135612	04/10/2019	TRI-LAKE CONSULTANTS, INC.	VARIOUS ENCROACHMENT PERMITS	67,203.89
135613	04/10/2019	WATER EDUCATION SERVICES, INC	BACKFLOW PROGRAM, MARCH 2019	4,000.00
135614	04/12/2019	ADVANCED MOBILITY GROUP	CSSA IMPLEMENTATION PLAN	9,150.00
135615	04/12/2019	ALBERT A. WEBB ASSOCIATES	PERRIS VALLEY STORM DRAIN TRAIL	50,278.10
135616	04/12/2019	ALL AMERICAN ASPHALT	2018 PAVEMENT REHAB PROGRAM	751,951.72
135617	04/12/2019	AMAZON WEB SERVICES, INC.	MARCH 1-31, 2019	59.31
135618	04/12/2019	ANDERSON ELECTRIC	REPAIRS: VARIOUS CITY PARKS, CITY HALL, YARD	5,202.00
135619	04/12/2019	APPLEONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	6,446.63
135620	04/12/2019	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	2,274.48
135621	04/12/2019	AWARDS AND SPECIALTIES	NAME PLATE: INTERIM FINANCE DIRECTOR	48.98
135622	04/12/2019	BARRY KAY ENTERPRISES, INC	UNIFORMS: RECREATION DEPT	4,018.68
135623	04/12/2019	BASTION SECURITY INC.	SOLAR TOWER: 1093 HARLEY KNOX, FEB 2019	1,900.00
135624	04/12/2019	CHARLES BASTYR	IT STUDIO ROOM: SET DESIGN	17,400.00
135625	04/12/2019	BIO-TOX LABORATORIES	BLOOD ALCOHOL ANALYSIS	7,134.00
135626	04/12/2019	C BELOW, INC.	PLACENTIA AVENUE: POTHOLING	8,380.00
135627	04/12/2019	CALIFORNIA BUILDING OFFICIALS	CALBO WEEK 2018	390.00
135628	04/12/2019	CALIFORNIA CHURCH DIRECTORY NETWORK	HEALTH FAIR 2019: FACE PAINTING	150.00
135629	04/12/2019	CG RESOURCE MANAGEMENT	WIENERSCHNITZEL WQMP REVIEW	2,545.00
135630	04/12/2019	CHARTER INDUSTRIAL SUPPLY, INC.	RATCHET TIE DOWNS/GREASE FITTING ASSORTMENTS	968.01
135631	04/12/2019	CINTAS	PUBLIC WORKS OFFICE: SUPPLIES	111.73
135632	04/12/2019	CITI CARDS	MINI STORAGE RENT/OFFICE SUPPLIES/FOOD PERMIT	551.13
135633	04/12/2019	COMMUNITY WORKS DESIGN GROUP	SAN JACINTO RIVER TRAIL, FEB 2019	3,841.15
135634	04/12/2019	CORPORATE PAYMENT SYSTEMS	ACM: BUSINESS MEALS	624.98
135635	04/12/2019	CORPORATE PAYMENT SYSTEMS	PAYPAL FEE FOR PLANNING DEPT	30.00
135636	04/12/2019	CRANE ARCHITECTURAL GROUP	SR CENTER: BILLIARDS ROOM & IT STUDIO REMODEL	2,200.00
135637	04/12/2019	CREATIVE PRINTING	HEALTH FAIR INVITATIONS	86.20
135638	04/12/2019	DAN'S FEED AND SEED INC.	HANDYMAN GLOVES/KEYS/GRAFFITI ABATEMENT SUPPLIES	39.77
135639	04/12/2019	DATA TICKET, INC.	DAILY CITATION, FEB 2019	68.26
135640	04/12/2019	DELL MARKETING LP	PERRIS SCHOLARS: LAPTOPS	1,600.18
135641	04/12/2019	EARTH & TURF PRODUCTS, LLC	PARKS: SELF PROPELLED TOP DRESSER	7,377.30
135642	04/12/2019	EMPLOYMENT SCREENING SERVICES	SERVICES 3/18/19	113.00
135643	04/12/2019	EXPERIAN	CREDIT SERVICES 2/25-3/29/19	100.93
135644	04/12/2019	THE GAS COMPANY	MARCH 2019	18.45
135645	04/12/2019	GUARANTEED JANITORIAL SERVICE	MARCH 2019	11,318.00
135646	04/12/2019	HINDERLITER DELLAMAS & ASSOCIATES	CANNABIS MANAGEMENT PROGRAM	31,500.00
135647	04/12/2019	IMPERIAL SPRINKLER SUPPLY	HUNTER ULTRA POPUP ROTORS, RAINBIRD	267.73
135648	04/12/2019	INLAND LIGHTING SUPPLIES	CITY HALL: 120 WATT LED LIGHTING	613.85
135649	04/12/2019	IRON MOUNTAIN	APRIL INVOICE PAYMENT - FINANCE STORAGE 4/01-4/30/19	456.85
135650	04/12/2019	JIM ROGERS' LOCK & KEY	(30) DUPLICATE KEYS FOR PARKS	225.70
135651	04/12/2019	JOBS AVAILABLE INC.	JOB AD: FINANCE DIRECTOR	351.00
135652	04/12/2019	JOLLY JUMPS	BREAKFAST WITH BUNNY SUPPLIES	2,050.00
135653	04/12/2019	LANGUAGE NETWORK, INC.	COUNCIL MEETING: INTERPRETATION SERVICES	180.00
135654	04/12/2019	LEAGUE OF CALIFORNIA CITIES	JOB AD: FINANCE DIRECTOR	250.00
135655	04/12/2019	PAUL LOPEZ	REIMBURSE: PARKING FEE	25.00
135656	04/12/2019	LOR GEOTECHNICAL GROUP INC	2018 STREET REHAB	9,467.75
135657	04/12/2019	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	1,199.56
135658	04/12/2019	MR. G'S PLUMBING	MERCADO PARK RESTROOMS	420.00
135659	04/12/2019	MPG CORPORATION	EMERGENCY ASPHALT: CASE & MURRIETA RD	17,500.00
135660	04/12/2019	PERRIS VALLEY YOUTH ASSOC.	P-TOWN COBG 7/01-7/31/18	3,437.53
135661	04/12/2019	PUBLIC ENTITY RISK MANAGEMENT	WORKERS COMPATH QTR APR-JUN 2019	72,238.50
135662	04/12/2019	REGENCY-PACIFIC DEVELOPMENT CORPORATION	SENIOR CENTER: BILLIARDS ROOM	32,403.53
135663	04/12/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	164.99
135664	04/12/2019	RESTORING HOPE COMMUNITY	REGISTRATION FEE	20.00
135665	04/12/2019	RIVERSIDE COUNTY SHERIFF'S DEPT	EXPLORER MEETINGS/BLACK HISTORY PARADE/COUNCIL MEETINGS	5,422.74
135666	04/12/2019	RCIT	APX DUAL BAND RADIO 2/01-2/28/19	1,181.94
135667	04/12/2019	ROMO PIPELINE	804 REDLANDS AVE: REPAIRED SIDEWALK/CURB	5,530.00
135668	04/12/2019	JUDY ROSEEN-HAUGHNEY	CITY CLERK CONFERENCE 4/01-4/02/19	143.55
135670	04/12/2019	SAME DAY AWARDS, LLC	SPORT AWARDS: SOCCER BANNER	1,315.04
135671	04/12/2019	SCE	1/22-3/27/2019	10,321.18
135672	04/12/2019	SCE	2/26-3/27/2019	873.69
135673	04/12/2019	SHERIFF'S SPECIAL EVENTS	REGISTRATION FEE	30.00
135674	04/12/2019	SOCIAL WORK ACTION GROUP	HOMELESS SERVICES 2/01-2/28/19	9,920.00
135675	04/12/2019	SPARKLETTS	BOTTLED WATER SERVICES	176.00
135676	04/12/2019	STAFFMARK	TEMP STAFF SERVICES	1,395.80
135677	04/12/2019	STOTZ EQUIPMENT	INSTRUMENT CLUSTER/REPLACEMENT KEYS	1,236.12
135678	04/12/2019	THE THOMSEN COMPANY, INC.	2018 PAVEMENT REHAB PROGRAM	2,344.00
135679	04/12/2019	TOWN & COUNTRY TOWING	EVIDENCE TOW 3/20/19	240.00
135680	04/12/2019	UNITED WAY OF THE INLAND VALLEY	MARCH 2019	91.83
135681	04/12/2019	WALTERS WHOLESALE ELECTRIC CO	MATERIALS: CITY YARD/BELLAMO WATER TOWER	654.61

CITY OF PERRIS
CHECK REGISTER
April 30, 2019

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
135682	04/12/2019	WESTERN AUDIO VISUAL	COUNCIL CAMERA UPGRADE	905.46
135683	04/12/2019	YOURMEMBERSHIP.COM, INC	JOB AD: PUBLIC INFORMATION OFFICER	199.00
135684	04/12/2019	CLARA E. MIRAMONTES	VISION REIMBURSEMENT FY 18-19	180.00
135685	04/16/2019	CORPORATE PAYMENT SYSTEMS	SOFTWARE SPECIAL DISTRICTS	174.33
135686	04/16/2019	CORPORATE PAYMENT SYSTEMS	WAYFAIR: TEEN CENTER FURNITURE (BALANCE)	210.56
135687	04/16/2019	CORPORATE PAYMENT SYSTEMS	SR CENTER SUPPLIES/GFOA/OFFICE SUPPLIES	1,378.36
135688	04/16/2019	CORPORATE PAYMENT SYSTEMS	PUB WORKS BREAKFAST/LEAD PROGRAM/NATIONAL NOTARY, ETC	1,753.78
135689	04/16/2019	CORPORATE PAYMENT SYSTEMS	WHITEBOARD/ANIMAL CONTROL/TEEN CTR/CITY FARM SUPPLIES	2,561.37
135690	04/16/2019	CORPORATE PAYMENT SYSTEMS	NRPA/OFFICE SUPPLIES/CPRS CONFERENCE/LEAD PROGRAM/SR CENTER/CLASS SUPPLIES	7,691.92
135691	04/17/2019	ADVANCE REFRIGERATION & ICE SYSTEMS	ICE MACHINE MAINTENANCE	644.38
135692	04/17/2019	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	55.00
135693	04/17/2019	AMERIPRIDE SERVICES INC.	UNIFORM RENTALS	794.38
135694	04/17/2019	BILL & DAVE'S LDSC MAINTENANCE	FLOOD CONTROL 1/01-1/31/19	13,846.49
135695	04/17/2019	CHRISTINA AVILA	VISION REIMBURSEMENT FY 18-19	189.95
135696	04/17/2019	DIAMOND ENVIRONMENTAL SERVICES	HEALTH FAIR 2019 EVENT	709.80
135697	04/17/2019	HOME DEPT CREDIT SERVICES	CITY HALL/MT VERDUGO/FACILITY VAN SPARE KEYS	415.07
135698	04/17/2019	LA GARE CAFE	BREAKFAST WITH BUNNY EVENT	2,600.00
135699	04/17/2019	GG PUB INC.	PROFESSIONAL SERVICES 2001-3 ANNEXATION	343.61
135700	04/17/2019	RK ENGINEERING GROUP INC	REDLANDS AVE AT JARVIS STREET	1,500.00
135701	04/17/2019	TASO TECH, INC	TEMP STAFF 2/04-3/01/19	4,440.00
135702	04/17/2019	TRI-LAKE CONSULTANTS, INC.	HIGHWAY SAFETY IMPROVEMENTS/HARLEY KNOX/ATP/PLACENTIA INTERCHANGE	10,567.50
135703	04/17/2019	WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES CFD ADMINI FY 18-19 & FY 2017-18	25,931.16
135704	04/18/2019	ADAME LANDSCAPE, INC.	LANDSCAPE MAINTENANCE JAN 2019	32,367.32
135705	04/18/2019	AGUIAR PROFESSIONAL TRAINING	PROFESSIONAL COACHING, COMMUNITY SERVICES DEPT	2,275.00
135706	04/18/2019	ANDERSON ELECTRIC	REPAIRS: CITY YARD/COUNCIL CHAMBERS	1,781.00
135707	04/18/2019	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES, FEB 2019	11,337.08
135708	04/18/2019	APPLEONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	2,547.00
135709	04/18/2019	B&H PHOTO ELECTRONICS CORP	2 SAMSUNG 970 EVO PLUS	250.86
135710	04/18/2019	BIG LEAGUE DREAMS PERRIS	MANAGEMENT STRATEGIC PLANNING MEETING	756.19
135711	04/18/2019	BROTHERS IGNITING A GROOVE LLC	HEALTH FAIR 2019 EVENT	1,000.00
135712	04/18/2019	JOHN BURKE	2019 EXPLORER BANQUET, APRIL 30TH	700.00
135713	04/18/2019	CHEF LEE BURTON	PERRIS GREEN CITY FARM, MARCH 2019	1,450.00
135714	04/18/2019	BUSINESS ORIENTED SOFTWARE SOLUTIONS, INC.	NEW USER LICENSE	588.00
135715	04/18/2019	CALIFORNIA BLDG STANDARDS COMM	BUILDING STANDARD FEES 3RD QTR	1,179.90
135716	04/18/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
135717	04/18/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	200.00
135718	04/18/2019	CATHY OWENS	KAIUKENBO INSTRUCTOR 3/20-4/13/19	864.38
135719	04/18/2019	CG RESOURCE MANAGEMENT	SWPP ANNUAL REPORTS FOR CITY CIP PROJECTS	7,556.27
135720	04/18/2019	CHAMELEON COLORS	HEALTH FAIR PROMO ITEMS	90.00
135721	04/18/2019	SABRINA CHAVEZ	CPRS CONFERENCE: STAFF T-SHIRTS	172.80
135722	04/18/2019	CINTAS	FACILITIES SUPPLIES; SEVERAL CITY DEPARTMENTS	1,649.00
135723	04/18/2019	CITI CARDS	ICSC RECON REGISTRATIONS	5,940.00
135724	04/18/2019	CORPORATE PAYMENT SYSTEMS	OFFICE SUPPLIES; DEVELOPMENT SERVICES	455.53
135725	04/18/2019	CORPORATE PAYMENT SYSTEMS	OFFICE SUPPLIES/GRANT TRAINING/REC DEPT LUNCH	1,649.84
135726	04/18/2019	CPRS	MEMBERSHIP RENEWAL	150.00
135727	04/18/2019	CR&R	TRASH FEES COLLECTED BY EMWD, FEB 2019	320,413.00
135728	04/18/2019	CRANE ARCHITECTURAL GROUP	SENIOR CENTER: STUDIO ROOM	2,200.00
135729	04/18/2019	DAN'S FEED AND SEED INC.	CAT LITTER/DOG FOOD/PAIN ROLLER COVER	52.74
135730	04/18/2019	DMV RENEWAL	VEHICLE REGISTRATION VIN*CO22964	52.00
135731	04/18/2019	DMV RENEWAL	VEHICLE REGISTRATION VIN*CO25800	52.00
135732	04/18/2019	EASTERN MUNICIPAL WATER DISTRICT	3/04-4/01/2019	1,420.90
135733	04/18/2019	EL CAJON POLICE DEPARTMENT	WORKSHOP MAY 21-23, 2019	275.00
135734	04/18/2019	FIRST SECURITY FINANCE, INC.	LOAN PAYMENT 4/01-5/01/19	2,563.82
135735	04/18/2019	FRONTIER	PHONE: FIRE DEPT 3/19-4/18/19	68.73
135736	04/18/2019	GARCIA'S GARAGE	MOUNT & BALANCE LOOSE WHEEL	15.00
135737	04/18/2019	GAS COMPANY, THE	1/01-1/30/19	18.45
135738	04/18/2019	GENERAL MASTRIX CONSTRUCTION	NEW ROOF ON WORKSHOP/PERRIS LIBRARY ROOF REPAIR	28,350.00
135739	04/18/2019	GRANICUS, INC.	MEETING EFFICIENCY/GOV'T TRANSPERANCY	2,081.97
135740	04/18/2019	GREER'S CONTRACTING & CONCRETE, INC	PARK RESTROOMS PROJECT 2/10-3/31/19	134,615.00
135741	04/18/2019	LISET HERNANDEZ	MILEAGE REIMBURSEMENT	86.42
135742	04/18/2019	ZAHID HUERTA	VISION REIMBURSEMENT FY 18-19	318.00
135743	04/18/2019	INTOXIMETERS, INC.	SUPPLIES FOR SHERIFF'S DEPARTMENT	275.25
135744	04/18/2019	JOSE A. ESTRADA DESIGN CONSULTANTS	MAY RANCH DESIGN	4,835.00
135745	04/18/2019	KIMBERLY KIRNER	CALVIP GRANT SERVICES, MARCH 2019	1,875.00
135746	04/18/2019	LAWN TECH	MOWER EQUIPMENT/SUPPLIES	730.63
135747	04/18/2019	CAMEL FINANCIAL, INC	TUTORING SERVICES AT TEEN CENTER FEB-MAR 2019	1,440.00
135748	04/18/2019	CYNTHIA LEMUS	MILEAGE REIMBURSEMENT	77.47
135750	04/18/2019	LYNN MERRILL & ASSOCIATES, INC.	NPDES INSPECTIONS, MARCH 2019	697.85
135751	04/18/2019	MANAGEMENT PARTNERS, INC.	FINANCE DEPT ASSESSMENT	7,000.00
135752	04/18/2019	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	9,022.66
135753	04/18/2019	"PAWS 4 LAW"	2ND ANNUAL K-9 TRIALS	95.00
135754	04/18/2019	NAPA AUTO PARTS	OIL FILTERS/TRI BALL RECEIVING HITCH	72.50
135755	04/18/2019	LUIS NATERA	WORK BOOTS FY 18-19	250.00
135756	04/18/2019	NEW HORIZONS LEARNING GROUP	CYBER SECURITY TRAINING, MAY 2019	2,800.00
135757	04/18/2019	NPG CORPORATION	MURRIETA RD BTWN PATRIOT & SAN JACINTO	4,582.00
135758	04/18/2019	OCHOA'S BACKFLOW SYSTEMS	CITY YARD/CITY HALL/BOB LONG PARK	3,114.30
135759	04/18/2019	PERRIS ANIMAL HOSPITAL	VACCINE CLINIC SERVICES	500.00
135760	04/18/2019	PREFERRED BENEFIT INSURANCE	DELTA DENTAL/APRIL 2019	6,672.82
135761	04/18/2019	RANCHO VET TACK & FEED SUPPLY	K-9 FEED	93.50
135762	04/18/2019	REGENCY-PACIFIC DEVELOPMENT CORPORATION	IT REMODEL PROJECT	22,800.00
135763	04/18/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	1,734.80
135764	04/18/2019	RIGHTWAY	PORTABLE TOILET SERVICES	309.55
135765	04/18/2019	COUNTY OF RIVERSIDE	K-RAT MITIGATION FEES 3RD QTR FY 18-19	5,820.00
135766	04/18/2019	ROSA'S BRIDE & TUX SHOP	BREAKFAST W/ BUNNY SUPPLIES	2,515.96
135767	04/18/2019	ROW TRAFFIC SAFETY, INC	TRAFFIC SIGNS: REDUCE SPEED AHEAD/LOADING & UNLOADING/MERGE RIGHT	1,073.19
135768	04/18/2019	SCE	3/06-4/04/2019	3,131.65
135769	04/18/2019	SCE	2/26-3/28/2019	17,514.98
135770	04/18/2019	SCE	18 MO BILL, APRIL 2019	67,796.82
135771	04/18/2019	SHERIFF'S SPECIAL EVENTS	REGISTRATION: VARGAS/CORONA/RABB	90.00

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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
135772	04/18/2019	SPARKLETT'S	BOTTLED WATER SERVICES	85.95
135773	04/18/2019	STANLEY CONVERGENT SECURITY, INC	CITY HALL CARD ACCESS SYSTEM	3,575.00
135774	04/18/2019	STATE OF CALIFORNIA	SMI FEES 3RD QTR FY 18-19	8,192.61
135775	04/18/2019	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	315.00
135776	04/18/2019	STATER BROS MARKETS	SUPPLIES FOR SCHOOL FIELD TRIPS/TEEN CENTER/CITY HALL/CITY FARM	336.22
135777	04/18/2019	STEWART - TITLE OF CALIFORNIA	FEE-PRELIM TITLE REPORT	500.00
135778	04/18/2019	TEAMSTERS LOCAL 911	UNION DUES APRIL 2019	2,796.00
135779	04/18/2019	SPECTRUM BUSINESS	120 N PERRIS BLVD 4/12-5/11/19	135.68
135780	04/18/2019	TREJO, ROBERT	EDUCATION REIMBURSEMENT FY 18-19	528.00
135781	04/18/2019	USK TAE KWON DO	TAE KWON DO INSTRUCTOR 3/19-4/11/19	841.68
135782	04/18/2019	VERONICA TAM AND ASSOCIATES	CDBG CONSULTANT SERVICES, FEB 2019	10,084.00
135783	04/18/2019	WESTERN AUDIO VISUAL	COUNCIL CHAMBERS EQUIPMENT	42,089.85
135784	04/18/2019	WESTERN RIVERSIDE COUNTY MSHCP	MSHCP FEES COLLECTED, MARCH 2019	27,352.00
135785	04/18/2019	WESTERN RIVERSIDE COUNCIL OF GOVT	TUMF FEES COLLECTED, MARCH 2019	115,349.00
135786	04/18/2019	XEROX FINANCIAL SERVICES	XEROX LEASE 3/12-4/11/19	320.37
135787	04/23/2019	EMERALD FAMILY HOLDINGS, LLC	SETTLEMENT AGREEMENT	3,257.80
135788	04/23/2019	RUBY FAMILY HOLDINGS, LLC	SETTLEMENT AGREEMENT	12,657.20
135789	04/24/2019	ALESHIRE & WYNDER, LLP	CFD2007-2 ADMIN 1/01-1/31/19	562.50
135790	04/24/2019	ALESHIRE & WYNDER, LLP	LEGAL SERVICES, DEC - JAN 2019	172,399.07
135791	04/24/2019	AMERIPRIDE SERVICES INC.	UNIFORM RENTALS	742.38
135792	04/24/2019	CAMERON WELDING SUPPLY	PACKAGE# GASES FOR WELDING	61.32
135793	04/24/2019	DENNIS GRUBB & ASSOCIATES	DEVELOPMENT REVIEW	700.00
135794	04/24/2019	HOME DEPOT CREDIT SERVICES	MATERIALS: CITY HALL/CITY YARD/FACILITY VAN/PARKS/HARLEY KNOX BLDG	1,258.64
135795	04/24/2019	LA GARE CAFE	EDUCATIONAL STAKEHOLDER MEETING, 4/13/19	70.02
135796	04/24/2019	LIFE LIFTERS INTERNATIONAL	EMPLOYMENT EDUCATION SERVICES 3/31-4/13/19	2,351.70
135797	04/24/2019	LYONS SECURITY SERVICE INC.	EVENING VEHICLE PATROL/CITY HALL SECURITY OFFICER	12,703.90
135798	04/24/2019	PACIFIC CODE COMPLIANCE	EMERGENCY SERVICES, MARCH 2019	6,119.72
135799	04/24/2019	GG PUB INC.	PUBLICATIONS 4/05/19	1,034.88
135800	04/24/2019	PREBOT CONSTRUCTION	DEMO & REMOVED SIDEWALK	2,800.00
135801	04/24/2019	RK ENGINEERING GROUP INC	PERRY ST & BARRETT AVE	5,177.50
135802	04/24/2019	THE SOCO GROUP	FUEL CARDS	3,052.29
135803	04/24/2019	TRI-LAKE CONSULTANTS, INC.	DUKE WAREHOUSE	1,428.56
135804	04/24/2019	WEST COAST ARBORISTS, INC	300 BLOCK 7TH ST 3/26/19	4,050.00
135805	04/24/2019	WILDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES: ANNEXATION OF HARLEY KNOX DISPENSARY	5,000.00
135806	04/26/2019	ACTIVE IMPRESSIONS	HEALTH FAIR ATTIRE	651.14
135807	04/26/2019	ADAME LANDSCAPE, INC.	REPLENISH MULCH	360.00
135808	04/26/2019	ANDERSON ELECTRIC	REPAIRS: METZ PARK, SKYDIVE PARK, CITY HALL	1,796.00
135809	04/26/2019	APPLEONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	4,248.00
135810	04/26/2019	APWA	RENEWAL ID# 642888 7/01-6/30/2020	252.50
135811	04/26/2019	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	2,325.02
135812	04/26/2019	AUTO AIR PRO	A/C TROUBLESHOOT - ANIMAL CONTROL SERVICE CODE ENFORCEMENT VEHICLE	5,812.82
135813	04/26/2019	BUSINESS ORIENTED SOFTWARE SOLUTIONS, INC.	1 USER LICENSE	588.00
135814	04/26/2019	CALIFORNIA CHURCH DIRECTORY NETWORK	HEALTH FAIR 2019 - FACE PAINTING	1,250.00
135815	04/26/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
135816	04/26/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	200.00
135817	04/26/2019	CAMPOS MATERIALS	LANDSCAPE MATERIALS: 1093 HARLEY KNOX/MERCADO PARK/GOETZ RD	3,510.54
135818	04/26/2019	ZAIRA CARDONA	VISION REIMBURSEMENT FY 18-19	144.95
135819	04/26/2019	CDW GOVERNMENT	LENOVO HARD DRIVE	1,586.38
135820	04/26/2019	ARTURO CERVANTES	REIMBURSE: PIO'S OFFICE DESK/PHONE WALLET	2,185.69
135821	04/26/2019	CG RESOURCE MANAGEMENT	PWQMP PLAN CHECK	5,520.00
135822	04/26/2019	CITIZENS BUSINESS BANK	PETTY CASH	972.45
135823	04/26/2019	COMPLIANCE SIGNS	ALUMINUM COMPLIANCE SIGNS	88.90
135824	04/26/2019	CORPORATE PAYMENT SYSTEMS	PAYPAL FEE FOR PLANNING DEPT	32.00
135825	04/26/2019	CORPORATE PAYMENT SYSTEMS	EOC. GRANT 2018-0054 BINOCULARS	947.60
135826	04/26/2019	CR&R	WALNUT AVE 3/19/19	860.84
135827	04/26/2019	DIGITAL MAP PRODUCTS, INC	GOVCLARITY ENTERPRISE CONTRACT 3/11-3/10/2020	20,800.00
135828	04/26/2019	DIVERSIFIED DISTRIBUTION	REPLACEMENT BATTERY/SYNTHETIC OIL	236.48
135829	04/26/2019	EARTHCHEM INDUSTRIAL SUPPLY, LLC	GRAFFITI REMOVAL SUPPLIES	1,724.25
135830	04/26/2019	EASTERN MUNICIPAL WATER DISTRICT	442 W OLEANDER AVE 3/10-4/07/19	30.99
135831	04/26/2019	EASTERN MUNICIPAL WATER DISTRICT	3/10-4/07/19	9,348.63
135832	04/26/2019	EMPLOYMENT SCREENING SERVICES	SERVICES 3/26-4/08/19	131.50
135833	04/26/2019	EVERETT SMITH DESIGNS	50% PAYMENT OF ADA RESTROOM PLANS	6,500.00
135834	04/26/2019	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY	LANDLORD/TENANT PROGRAM SERVICES, MAR- FEB 2019	6,552.73
135835	04/26/2019	FAMILY SERVICE ASSOC/MOBILE FRESH	"MORE THAN A MEAL" PROGRAM 1/01-3/31/19	9,635.65
135836	04/26/2019	FEDERAL EXPRESS CORP	2/26-3/25/2019	510.96
135837	04/26/2019	ARTURO GARCIA	WORK BOOTS FY 18-19	206.61
135838	04/26/2019	THE GAS COMPANY	2/27-3/28/2019	2,054.47
135839	04/26/2019	GREER'S CONTRACTING & CONCRETE, INC	GOETZ PARK MONUMENT SIGN	14,970.00
135840	04/26/2019	RYAN GRIFFITHS	CEQA EDUCATION REIMBURSEMENT FY 18-19	395.00
135841	04/26/2019	EVERETT HAMBLY IV	NEW MIC FLAG FOR INTERVIEW MIC	59.00
135842	04/26/2019	HAULAWAY STORAGE CONTAINERS, INC	20FT CONTAINER RENTAL 3/06-4/02/19	166.34
135843	04/26/2019	HERNANDEZ LANDSCAPE CO, INC	LANDSCAPE MAINT: AUG 2018/OCT 2018	20,350.00
135844	04/26/2019	HINDERLITER DeLLAMAS & ASSOCIATES	CANNABIS MANAGEMENT PROGRAM	6,650.00
135845	04/26/2019	INFRAMARK, LLC	WATER DEPT: OPERATING COSTS MARCH- APRIL 2019	177,533.59
135846	04/26/2019	INLAND DESERT SECURITY & COMM	ANSWERING SERVICES 5/01-5/31/19	831.30
135847	04/26/2019	YESENIA JIMENEZ	CONCERT AT THE PARK: MARIACHI BAND	600.00
135848	04/26/2019	JOHNSON EQUIPMENT CO.	INSTALLED SAFETY LIGHTS	2,888.03
135849	04/26/2019	JOLLY JUMPS	HEALTH FAIR 2019	1,490.00
135850	04/26/2019	KOFF & ASSOCIATES, INC	CLASSIFICATION STUDY	810.00
135851	04/26/2019	LAWN TECH	TRIMMER HEADS. SPARK PLUGS, ETC	165.65
135852	04/26/2019	DAVE LONG	MANAGEMENT STRATEGIC PLANNING MEETING	6,000.00
135853	04/26/2019	LYNN MERRILL & ASSOCIATES, INC.	NPDES INSPECTIONS, APRIL 2019	1,333.08
135854	04/26/2019	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	15,362.14
135855	04/26/2019	PETER FRANCIS MASTIN	CONCERT IN THE PARK	600.00
135856	04/26/2019	TRAVIS VINCENT MILLER	CONCERT IN THE PARK	300.00
135857	04/26/2019	MR. G'S PLUMBING	STATLER YOUTH CENTER, FIRE STATION #90, FACILITIES	385.00
135858	04/26/2019	NATIONAL BUSINESS FURNITURE, LLC	L-DESK: COMMUNITY SERVICES DEPT	921.07
135859	04/26/2019	OCEAN BLUE ENVIROMENTAL SERVICES, INC.	DEWATER BASIN AT ELLIS & PLAZA WAY	4,262.10
135860	04/26/2019	OCHOA'S BACKFLOW SYSTEMS	BACKFLOW CERTS & REPAIRS	3,120.00

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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
135861	04/26/2019	P&P UNIFORMS RIV	CODE ENFORCEMENT POLOS	155.13
135862	04/26/2019	PAPER RECYCLING & SHREDDING	CLEAN-UP DAY EVENT SHREDDING	600.00
135863	04/26/2019	PAR WEST TURF SERVICES, INC.	IRRIGATION REPAIR PARTS FOR PARKS	880.55
135864	04/26/2019	PREMIERE GLOBAL SERVICES	CONFERENCE CALL SERVICES 3/01-3/31/19	36.48
135865	04/26/2019	PROIMPRINT.COM, INC.	HEALTH FAIR PROMO ITEMS	1,493.26
135866	04/26/2019	VINCE RAMIREZ	REIMBURSE: GRACO TRUECOAT PAINT	40.99
135867	04/26/2019	RCTC	ANNUAL LICENSE FEE 3/07-3/06/2020	1.00
135868	04/26/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	504.13
135869	04/26/2019	RIGHTWAY	PORTABLE TOILET SERVICES	1,238.01
135870	04/26/2019	ROSA'S BRIDE & TUX SHOP	EASTER LUNCHEON	850.00
135871	04/26/2019	JUDY ROSEEN-HAUGHNEY	CONFERENCE, TRAVEL 4/01-4/02/19	43.32
135872	04/26/2019	SCE	3/08-4/08/2019	5,135.23
135873	04/26/2019	SCE	365 N PERRIS BLVD 3/08-4/08/19	12.19
135874	04/26/2019	SCE	2/26-4/15/19	26.54
135875	04/26/2019	NORMA YAVONNE SIMS	VISION REIMBURSEMENT FY 18-19	450.00
135876	04/26/2019	SOLID RED STUDIO	COUNCIL MEETING COVERAGE	75.00
135877	04/26/2019	SPARKLETT'S	BOTTLED WATER SERVICES	488.41
135878	04/26/2019	STAFFMARK	TEMP STAFF SERVICES	797.60
135879	04/26/2019	STANLEY CONVERGENT SECURITY, INC	CITY HALL MONITORING	3,115.00
135880	04/26/2019	STATER BROS MARKETS	CITY COUNCIL MEETING/PERRIS CITY FARM	178.90
135881	04/26/2019	STEVE LEMON AIR CONDITIONING	MAINT: GYM/SENIOR CENTER/COUNCIL CHAMBERS	2,397.00
135882	04/26/2019	SPECTRUM BUSINESS	CITY YARD TV 4/11-5/10/19	104.10
135883	04/26/2019	TOYOTA OF RIVERSIDE	2019 HIGHLANDER HYBRID XLE-V6 VIN *KS059828	45,265.68
135884	04/26/2019	VISTA PAINT CORPORATION	GRAFFITI ABATEMENT EQUIPMENT	1,156.56
135885	04/26/2019	VOYAGER FLEET	FUEL CARDS	1,560.88
135886	04/26/2019	WALTERS WHOLESALE ELECTRIC CO	CITY YARD: FAN LIGHTS, SAFETY HELMET, GENERAL SUPPLIES	837.79
135887	04/26/2019	WINZER CORPORATION	SAFETY HELMET, FUSE ASSORTMENT, MAGNETIC BIT HOLDER	260.58

TOTAL REGISTER

\$ 3,538,718.50



9.A.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: **Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 34**

Project: Rider 3 (PM 35268)

Owner: IDIG Logistics

APN: 303-130-036

REQUESTED ACTION:

- 1.) Open a public hearing on Annexation No. 34 to CFD 2001-3 and determine if there are any protests to the Annexation.
- 2.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 34 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 34.
- 3.) Conduct the Special Election relating to Annexation No. 34.
- 4.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2001-3 (North Perris Public Safety) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 34, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Ron Carr, Interim Director of Finance *Re*

BACKGROUND/DISCUSSION:

At its meeting on April 9, 2019, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) (the "District"), adopted Resolution No. 5471 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to May 28, 2019 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith,

waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California.

The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT:

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director RC 

- Attachments: 1. Resolution Calling a Special Election for CFD 2001-3 Annexation 34
2. Resolution Declaring the Results of the Special Election for CFD 2001-3 Annexation 34

Consent:

Public Hearing: x

Business Item:

Presentation:

Other:

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 34 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 34

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), on April 9, 2019, has heretofore adopted its Resolution No. 5471 (the "Resolution of Intention") stating its intention to annex certain territory (the "Property") as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set May 28, 2019 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on May 28, 2019; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the May 28, 2019 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 34." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the Legislative Body, said map designated "Annexation Map No. 34 to Community Facilities District No. 2001-3, (North Perris Public Safety)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation

No. 34 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 83, Page 75 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2019-0129890).

Section 5. The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit "B" hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 34.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "A" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2001-3 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "A," the Council shall, on behalf of Community Facilities District No. 2001-3, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit "A," to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit "A." Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 34 to the District and establishing an appropriations limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on May 28, 2019.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 34 during each of the ninety (90) days preceding the closing of the May 28, 2019 public hearing regarding the levy of the special tax on the territory within Annexation No. 34 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on May 28, 2019, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 28th day of May, 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 28th day of May, 2019, by
the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

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

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

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

B. DEFINITIONS

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

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer CFD No. 2001-3 as determined by the Finance Director.

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

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

Base Year means Fiscal Year ending June 30, 2006.

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

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for CFD No. 2001-3 under the Act.

RESOLUTION NUMBER XXXX

County means the County of Riverside, California.

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

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

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

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

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

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

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

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

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

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

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

Parcel means a lot or parcel shown on an assessor's parcel map with an assigned assessor's parcel number located in CFD No. 2001-3 based on the last equalized tax rolls of the County.

RESOLUTION NUMBER XXXX

Police & Fire Protection Program means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

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

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

Special Tax(es) means any tax levy under the Act in CFD No. 2001-3.

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

Zone A means property designated as Zone A.

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

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

RESOLUTION NUMBER XXXX

2. Maximum Special Tax Rates

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

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

Each Fiscal Year following the Base Year of FY 2005/06, the Maximum Special Tax Rates shall be increase in accordance with the Annual Tax Escalation Factor.

E. SETTING THE ANNUAL SPECIAL TAX LEVY

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

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

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

F. ADMINISTRATIVE CHANGES AND APPEALS

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

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

RESOLUTION NUMBER XXXX

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to CFD No. 2001-3.

G. MANNER OF COLLECTION

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

RESOLUTION NUMBER XXXX

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC
SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 34**

TYPES OF SERVICES TO BE FINANCED

Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto.

Exhibit C

OFFICIAL BALLOT
TO BE OPENED ONLY BY THE CANVASSING BOARD

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 34

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

May 28, 2019

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **IDI LOGISTICS**, as owner or authorized representative of such sole owner of 28.15 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 34 (the "Property") and represents **29** of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 34 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on MAY 28, 2019 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 34 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2019-2020 is \$350.06 per Single-Family Residential Unit, \$70.01 per Multi-Family Residential Unit and \$1,400.24 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

YES
NO

Number of votes: 29

Property Owner: _____

By: _____

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 34 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 34 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on May 28, 2019 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 34" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 5471 adopted on April 9, 2019 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on May 28, 2019 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on May 28, 2019; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on May 28, 2019, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on May 28, 2019, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and **APPROVED** this 28th day of May, 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 28th day of May, 2019, by
the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 34

CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on May 28, 2019, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 34

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 28th day of May, 2019.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2001-3 (NORTH
PERRIS PUBLIC SAFETY) OF THE CITY OF
PERRIS

By: _____

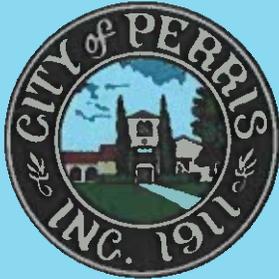
City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 34**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 34, Special Election, May 28, 2019	29	_____	_____	_____

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 34 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on May 28, 2019 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 34 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2019-2020 is \$350.05 per Single-Family Residential Unit, \$70.01 per Multi-Family Residential Unit and \$1,400.24 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



9.B.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: May 28, 2019

SUBJECT: **Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 35**

Project: Rider 1 (DPR 06-0635)

Owner: IDIG Logistics

APN: 300-250-017

REQUESTED ACTION:

- 1.) Open a public hearing on Annexation No. 35 to CFD 2001-3 and determine if there are any protests to the Annexation.
- 2.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 35 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 35.
- 3.) Conduct the Special Election relating to Annexation No. 35.
- 4.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2001-3 (North Perris Public Safety) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 35, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Ron Carr, Interim Director of Finance *RC*

BACKGROUND/DISCUSSION:

At its meeting on April 9, 2019, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) (the "District"), adopted Resolution No. 5472 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to May 28, 2019 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith,

waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California.

The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT:

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director RC 

- Attachments: 1. Resolution Calling a Special Election for CFD 2001-3 Annexation 35
2. Resolution Declaring the Results of the Special Election for CFD 2001-3 Annexation 35

Consent:

Public Hearing: x

Business Item:

Presentation:

Other:

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 35 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 35

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), on April 9, 2019, has heretofore adopted its Resolution No. 5472 (the "Resolution of Intention") stating its intention to annex certain territory (the "Property") as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set May 28, 2019 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on May 28, 2019; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the May 28, 2019 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 35." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the Legislative Body, said map designated "Annexation Map No. 35 to Community Facilities District No. 2001-3, (North Perris Public Safety)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation

No. 35 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 83, Page 76 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2019-0129891).

Section 5. The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit "B" hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 35.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "A" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2001-3 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "A," the Council shall, on behalf of Community Facilities District No. 2001-3, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit "A," to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit "A." Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 35 to the District and establishing an appropriations limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on May 28, 2019.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 35 during each of the ninety (90) days preceding the closing of the May 28, 2019 public hearing regarding the levy of the special tax on the territory within Annexation No. 35 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on May 28, 2019, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and ***APPROVED*** this 28th day of May, 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 28th day of May, 2019, by
the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

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

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

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

B. DEFINITIONS

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

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer CFD No. 2001-3 as determined by the Finance Director.

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

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

Base Year means Fiscal Year ending June 30, 2006.

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

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for CFD No. 2001-3 under the Act.

RESOLUTION NUMBER XXXX

County means the County of Riverside, California.

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

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

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

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

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

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

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

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

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

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

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

Parcel means a lot or parcel shown on an assessor's parcel map with an assigned assessor's parcel number located in CFD No. 2001-3 based on the last equalized tax rolls of the County.

RESOLUTION NUMBER XXXX

Police & Fire Protection Program means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

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

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

Special Tax(es) means any tax levy under the Act in CFD No. 2001-3.

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

Zone A means property designated as Zone A.

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

I. Classification of Parcels

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

RESOLUTION NUMBER XXXX

2. Maximum Special Tax Rates

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

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

Each Fiscal Year following the Base Year of FY 2005/06, the Maximum Special Tax Rates shall be increase in accordance with the Annual Tax Escalation Factor.

E. SETTING THE ANNUAL SPECIAL TAX LEVY

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

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

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

F. ADMINISTRATIVE CHANGES AND APPEALS

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

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

RESOLUTION NUMBER XXXX

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to CFD No. 2001-3.

G. MANNER OF COLLECTION

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

RESOLUTION NUMBER XXXX

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC
SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 35**

TYPES OF SERVICES TO BE FINANCED

Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto.

Exhibit C

OFFICIAL BALLOT
TO BE OPENED ONLY BY THE CANVASSING BOARD

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 35

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

May 28, 2019

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **IDI LOGISTICS**, as owner or authorized representative of such sole owner of 16.24 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 35 (the "Property") and represents 17 of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 35 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on MAY 28, 2019 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 35 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2019-2020 is \$350.06 per Single-Family Residential Unit, \$70.01 per Multi-Family Residential Unit and \$1,400.24 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

YES
NO

Number of votes: 17

Property Owner: _____

By: _____

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 35 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 35 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on May 28, 2019 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 29" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 5472 adopted on April 9, 2019 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on May 28, 2019 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on May 28, 2019; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on May 28, 2019, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on May 28, 2019, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and **APPROVED** this 28th day of May, 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 28th day of May, 2019, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 35

CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on May 28, 2019, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 35

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 28th day of May, 2019.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2001-3 (NORTH
PERRIS PUBLIC SAFETY) OF THE CITY OF
PERRIS

By: _____

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 35**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 35, Special Election, May 28, 2019	17	_____	_____	_____

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 35 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on May 28, 2019 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 35 pursuant to Article XIIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2019-2020 is \$350.05 per Single-Family Residential Unit, \$70.01 per Multi-Family Residential Unit and \$1,400.24 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?