

*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, January 10, 2017

6:30 P.M.

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

CLOSED SESSION: 5:30 P.M.

ROLL CALL:

Burke, Corona, Rabb, Rogers, Vargas

- A. Conference with Real Property Negotiators – Government Code Section 54956.8
Property: 227 North "D" Street
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Noland Turnage
Under Negotiation: Price and terms of payment
- B. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) - 4 cases
- C. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 2 cases

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

2. ROLL CALL:

Burke, Corona, Rabb, Rogers, Vargas

3. **INVOCATION:**

Pastor Benjamin Briggs
Greater Light Community Church
3060 Barrett Avenue
Perris, CA 92571

4. **PLEDGE OF ALLEGIANCE:**

Councilwoman Burke 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 to students nominated for Congressional Service Academies.

7. **APPROVAL OF MINUTES:**

- A. Approve the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority held December 13, 2016.

8. **CONSENT CALENDAR:**

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

- A. Adopt Resolution Numbers (next in order) regarding Annexation of Parcel Map 36726 to Maintenance District No, 84-1. The 43.15 acre project is a distribution warehouse and is bordered on the north by Nance Street and on the south by Markham Street and is located between Webster and Indian Avenues. (Ownership of Integra Pacific LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN

ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PARCEL MAP 36726 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 PARCEL MAP 36726 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 PARCEL MAP 36726 TO MAINTENANCE DISTRICT NUMBER 8401; 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 FEBRUARY 28, 2017

- B. Adopt Resolution Numbers (next in order) regarding Annexation of Parcel Map 36726 to Landscape Maintenance District No. 1 (LMD 1). The 43.15 acre project is a distribution warehouse, bordered on the north by Nancy Street and on the south by Markham Street and is located between Webster and Indian Avenues. (Ownership of Integra Pacific LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 122 (PARCEL MAP 36726) 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 PARCEL MAP 36726 TO BENEFIT ZONE 122, 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 122, 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 122, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 36726 TO BENEFIT ZONE 122, 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 FEBRUARY 28, 2017

- C. Adopt Resolution Number (next in order) regarding Annexation of Parcel Map 36726 to Flood Control MD No. 1. The 43.15 acre project is a distribution warehouse bordered on the north by Nance Street and on the south by Markham Street and is located between Webster and Indian Avenues. (Ownership of Integra Pacific LLC).

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 PARCEL MAP 36726 TO BENEFIT ZONE 91, 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 FEBRUARY 28, 2017

- D. Adopt Resolution Number (next in order) authorizing the purchase of property identified as APN #313-092-001, located at 101 South "D" Street.

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

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PERRIS, APPROVING THE ASSUMPTION OF A PURCHASE AND SALE AGREEMENT OF PROPERTY LOCATED AT 101 SOUTH D STREET (APN: 313-092-001) IN DOWNTOWN PERRIS

- E. Adopt Resolution Number (next in order) regarding Medical Marijuana Tax Rate.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, SETTING THE TAX RATE AND RATE OF INTEREST CHARGED UPON ANY UNPAID TAXES OWNED BY MARIJUANA DISPENSARIES PURSUANT TO SECTIONS 3.40.020(A) AND 3.40.050(A) OF CHAPTER 3.40 OF TITLE 3 OF THE PERRIS MUNICIPAL CODE

- F. Approve Final Parcel Maps 36512 (FPM 16-05173) and 36582 (FPM 16-05172) to consolidate lots and vacate streets to create two parcels for Final Parcel Map 36512 and three parcels for Final Parcel Map 36582 to allow two proposed industrial buildings totaling 1,455,781 square feet to sit on their own parcels along with two commercial parcels fronting Ramona Expressway and a remainder parcel for the future Mid County project located north of Ramona Expressway between the I-215 Freeway and Webster Avenue. (Applicant: Gary Hamro, Optimus Building Corporation).
- G. Approve Billboard Relocation and Reconstruction Agreement with General Outdoor Advertising to replace an existing static billboard with a 45-foot tall digital billboard with display on both sides located at northeast corner of San Jacinto Avenue and "G" Street, adjacent to the I-215 Freeway.
- H. Approve the Recognized Obligation Payment Schedule (ROPS) for Fiscal Year 17/18.
- I. Receive and File the AB 1600 report for the Fiscal Year ended June 30, 2016.
- J. Receive and File the City's Community Facilities District Annual report for the Fiscal Year Ended June 30, 2016.
- K. Approve fee waiver request by the Perris Valley African American History Committee for the use of Foss Field Park and the City Council Chambers for a Black History Celebration event to be held on February 24 and February 25, 2017.

- L. Check Register for November 2016.

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 Medical Marijuana Dispensary Permit Application Fee.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ESTABLISHING FEES FOR THE PROCESSING OF MEDICAL MARIJUANA DISPENSARY PERMIT APPLICATIONS TO OPERATE IN THE CITY OF PERRIS AND FEES FOR THE ADMINISTRATION AND IMPLEMENTATION OF CHAPTER 5.54 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

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

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

- A. Overview of the Riverside County Homeless Population Point in Time Count to be conducted on January 24, 2017.

Introduced by: Darren Madkin, Interim Assistant City Manager

PUBLIC COMMENT:

- B. Consideration to proceed with formation of in-house Code Enforcement Services.

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

- C. Consideration to make appointments and changes to the Mayor Pro Tem, the various agencies and committees and City Commissions that represent the City.

Introduced by: Mayor Michael M. Vargas

PUBLIC COMMENT:

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

12. COUNCIL COMMUNICATIONS:

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


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

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official (951) 443-1029. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**CITY COUNCIL/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/
PERRIS PUBLIC FINANCE AUTHORITY/
PERRIS PUBLIC UTILITIES AUTHORITY/HOUSING
AUTHORITY/PERRIS JOINT POWERS AUTHORITY/PERRIS
COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
AGENDA SUBMITTAL**

TO: The Honorable Mayor and Members of the City Council
FROM: Nancy Salazar, City Clerk 
DATE: January 10, 2017
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

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- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on December 13, 2016 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority.

Prepared by: Judy L. Haughney, CMC, Records Clerk 
Approved by: Nancy Salazar, City Clerk

Attachments:

- Minutes of the Regular Joint Meeting held on December 13, 2016 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority

CITY OF PERRIS

MINUTES:

Date of Meeting: December 13, 2016

06:30 PM

Place of Meeting: City Council Chambers

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

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

2. **ROLL CALL: Rogers, Yarbrough, Burke, Rabb, Busch**

Present: Rogers, Yarbrough, Burke, Rabb, Busch

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer Motlagh, Interim Assistant City Manager Madkin, Interim Deputy City Manager McDermott, Police Captain Ford, Fire Chief Barnett, Director of Development Services Miramontes, Capital Improvement Project Manager Morales, Information Technology Manager Cervantes, Assistant Director of Administrative Services Carlos, Assistant Director of Community Services and Housing Chavez, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo, Records Clerk Haughney and City Clerk Salazar.

3. **INVOCATION: Pastor Rose Anderson-Mephors - Cry Aloud Temple**

4. **PLEDGE OF ALLEGIANCE:**

Mayor Pro Tem Rogers led the Pledge of Allegiance.

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

There was no Closed Session.

6. **APPROVAL OF MINUTES:**

- A. **Approved the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority held November 29, 2016.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Tonya Burke to Approve the Minutes as presented.

AYES: Rita Rogers, Mark Yarbrough, Tonya Burke, David Starr Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

7. BUSINESS ITEMS:

A. Adopted Resolution Number 5062 certifying results-Measures J and K.

Resolution Number 5062 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON NOVEMBER 8, 2016, DECLARING THE RESULTS THEREOF AND SUCH OTHER MATTERS AS PROVIDED BY LAW

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 5062 as presented.

AYES: Rita Rogers, Mark Yarbrough, Tonya Burke, David Starr Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

B. DECLARATION OF ELECTION RESULTS

Adopted Resolution Number 5063 certifying the General Municipal Election in the City of Perris.

Resolution Number 5063 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECITING THE FACTS OF THE CONSOLIDATED GENERAL ELECTION (GENERAL MUNICIPAL ELECTION) HELD IN SAID CITY ON NOVEMBER 8, 2016, DECLARING THE RESULTS THEREOF AND SUCH OTHER MATTERS AS PROVIDED BY LAW

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Tonya Burke to Approve Resolution Number 5063 as presented.

AYES: Rita Rogers, Mark Yarbrough, Tonya Burke, David Starr Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

C. OATHS OF OFFICE:

Yvette Rudolph, Megan Vargas, Stephanie Vargas, Brittany Vargas administered the Oath of Office and delivered the Certificate of Election to Michael M. Vargas who assumed the office as the Mayor of the City of Perris;

Robin Ellison administered the Oath of Office and delivered the Certificate of Election to Rita Rogers who assumed the office as a Member of the City Council;

Dora Bush administered the Oath of Office and delivered the Certificate of Election to Malcolm Corona who assumed the office as a Member of the City Council.

Following the administration of the Oaths of Office Mayor Vargas, Mayor Pro Tem Rogers and Councilmember Corona assumed their seats on the dais.

The following Councilmember's spoke:

Rogers

Corona

Vargas

The following people spoke at Public Comment:

Alexa Olivas and Jacqueline Wiliford

Virniecia Green-Jordan

Yvette Rudolph

Megan Vargas

Stephanie Vargas

Paula Johnson

Brittany Vargas

Sally Martinez

Pastor Rose Anderson-Mephors

8. CONSENT CALENDAR:

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

- A. Adopted the Second Reading of Ordinance Number 1336 amending Title 16 of the Perris Municipal Code; the adoption of the 2016 California Building, Mechanical, Plumbing, Electrical, Fire, Residential, Green Building, Energy, Existing, Administrative Codes and Referenced Standards.

The Second Reading of Ordinance Number 1336 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AMENDING SPECIFIED CHAPTERS OF TITLE 16 OF THE PERRIS CITY CODE TO ADOPT THE 2016 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODE, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING

CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO

B. Approved installation of Soft Fall Surface at Copper Creek Park.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Tonya Burke to Approve the Consent Calendar as presented.

AYES: Rita Rogers, Tonya Burke, David Starr Rabb, Michael Vargas, Malcolm Corona

NOES:

ABSENT:

ABSTAIN:

9. PRESENTATIONS/ANNOUNCEMENTS:

- A. Certificates of Completion were presented to the Beautification Committee Members, Community Development Committee Members and the Economic Development Committee Members for their participation in the 2016 Leadership Academy.

Mayor Vargas made the presentations.

10. PUBLIC HEARINGS:

There were no Public Hearings.

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:
Arlene Jackson

Jose Jasso

12. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Rabb
Corona
Burke
Rogers
Vargas

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:01 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date January 10, 2017

SUBJECT: Annexation of Parcel Map 36726 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 Parcel Map 36726 to Maintenance District No. 84-1 and setting a public hearing date of February 28, 2017

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Parcel Map 36726 is a 43.15-acre project under the ownership of Integra Pacific LLC. The project is bordered on the north by Nance Street and on the south by Markham Street, and is located between Webster and Indian Avenues. A distribution warehouse is to be constructed. 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 17 new street lights and two traffic signals. The traffic signals are located at the intersection of Harley Knox Boulevard and Patterson Avenue and at the intersection of Webster Avenue and Nance Street.

BUDGET (or FISCAL) IMPACT:

The maximum annual assessment is \$8,387.32, plus inflation factors not to exceed, 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, and 2) the Southern California Edison rate increase(s) effective in subsequent years.

Reviewed by:

Interim Assistant City Manager 

Assistant Director of Finance 

City Attorney _____

Attachments: 1. Resolution Ordering Preparation of the Engineer's Report
2. Engineer's Report
3. Resolution Preliminarily Approving Engineer's Report
4. Resolution of Intention to Annex Parcel Map 36726 to Maintenance District No. 84-1

Consent:

RESOLUTION NUMBER

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 PARCEL MAP 36726 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 Shepherd & Staats, Incorporated 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 Parcel Map 36726 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 Parcel Map 36726 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 Shepherd & Staats, Incorporated, 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 10th day of January, 2017.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ___ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10th day of January, 2017, by the following called vote:

Ayes:

Noes:

Absent:

Abstain:

City Clerk, Nancy Salazar

AGENCY: City of Perris
PROJECT: Annexation of Parcel Map 36726
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, 2016 to June 30, 2017, for that area to be known and designated as:

**"Annexation of Parcel Map 36726
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 10th day of January, 2017.

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 28th day of February 2017, by adoption of Resolution No. ____ 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 10th day of January 2017.

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 17 new streetlights. The new street lights to be maintained are identified on the plans and specifications being prepared by Albert A Webb Associates that are entitled, "Parcel Map 36726, Integra Distribution Center, Street Light Location Plan, Markham Street and Nance Street".

The site of Parcel Map 36726 is shown on the Diagram within Part 4. In addition to the street lights, this area benefits from existing and future traffic signals. Of specific benefit are the traffic signals at the following intersections:

Harley Knox Boulevard and Patterson Avenue
Webster Avenue and Nance Street

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

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:

| <u>Facility</u> | <u>Quantity</u> | <u>Annual Cost</u> | <u>Total Cost</u> |
|---|-----------------|--------------------|-------------------|
| Street Lights | | | |
| 9500 Lumen | 0 | \$150.32 | \$00.00 |
| 22000 Lumen | 17 | 204.28 | 3,472.76 |
| Traffic Signals | | | |
| Harley Knox Boulevard & Patterson Avenue | 20.00% | 8,367.55 | 1,673.52 |
| Webster Avenue & Nance Street | 35.00% | 8,367.55 | 2,928.64 |
| Subtotal | | | \$8,074.92 |
| Incidental Costs | | | 1,614.98 |
| City Contribution for Street Lights Resolution 4998 Adjustment | 17 | -53.96 | -917.32 |
| | | | -385.26 |
| Balance to Assessment | | | \$8,387.32 |

Zero costs will be incurred by the area within this annexation for the fiscal year commencing July 1, 2016 to June 30, 2017.

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 9,500 lumen light and a 22,000 (or greater) lumen light. A 9,500 lumen light is the standard required on a local street. Other streets require a standard greater than 9,500 lumens in order to service a capacity greater than the local traffic.

Reference is made to the FY 2016/2017 annual proceedings for Maintenance District No. 84-1, as confirmed and set forth in Resolution 4998 approved on May 10, 2016. 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 net specific street light and traffic signal benefit.

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

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 Parcel Map 36726.

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:

$$\frac{1.0 \text{ Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$8,387.32}{43.15 \text{ AC}} = \$46.28 \text{ per Benefit Unit}$$

Plus inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, and
- 2) the Southern California Edison rate increase(s) effective in subsequent years.

The assessment, by assessor parcel number, is as follows:

| <u>Assessor Parcel Number</u> | <u>Assessor Acreage</u> | <u>Net Acreage</u> | <u>Benefit Units</u> | <u>Estimated Annual Assessment</u> |
|-------------------------------|-------------------------|--------------------|----------------------|------------------------------------|
| 302-030-002 | 9.54 | 9.44 | 39.65 | \$1,835.00 |
| 302-030-003 | 9.54 | 9.44 | 39.65 | 1,835.00 |
| 302-030-006 | 9.54 | 9.44 | 39.65 | 1,835.00 |
| 302-030-007 | 0.17 | 0.17 | 0.71 | 32.86 |
| 302-030-008 | 9.37 | 9.27 | 38.93 | 1,801.68 |
| 302-030-011 | <u>5.45</u> | <u>5.39</u> | <u>22.64</u> | <u>1,047.78</u> |
| Totals | 43.61 | 43.15 | 181.23 | \$8,387.32 |

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2016 to June 30, 2017, 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 Parcel Map 36726. Said boundary is designated as "Diagram of Annexation of Parcel Map 36726 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 Parcel Map 36726 to
Maintenance District No. 84-1
City of Perris**

| Assessment Number | Assessor Parcel Number | Estimated Annual Assessment | Fiscal Year 2016/2017 |
|--------------------------|-------------------------------|------------------------------------|------------------------------|
| 1 | 302-030-002 | \$1,835.00 | \$00.00 |
| 1 | 302-030-003 | 1,835.00 | 00.00 |
| 1 | 302-030-006 | 1,835.00 | 00.00 |
| 1 | 302-030-007 | 32.86 | 00.00 |
| 1 | 302-030-008 | 1,801.68 | 00.00 |
| 1 | 302-030-011 | <u>1,047.78</u> | <u>00.00</u> |
| Totals | | \$8,387.32 | \$00.00 |

The Estimated Annual Assessment amount is subject to inflation factors not to exceed:

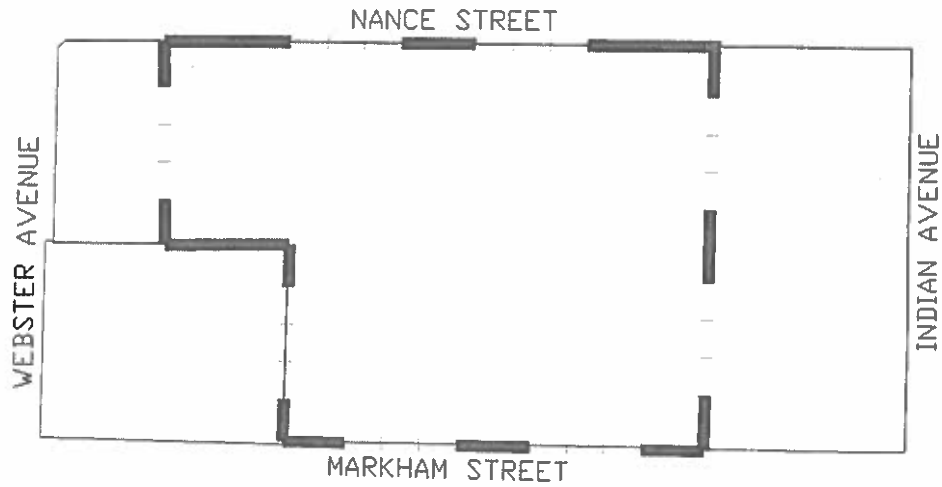
- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, and
- 2) the Southern California Edison rate increase(s) effective in subsequent years.

DIAGRAM OF ANNEXATION OF PARCEL MAP 36726 TO MAINTENANCE DISTRICT 84-1

CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



LEGEND

-  ANNEXATION BOUNDARY
-  PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

ATTACHMENT 2

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.

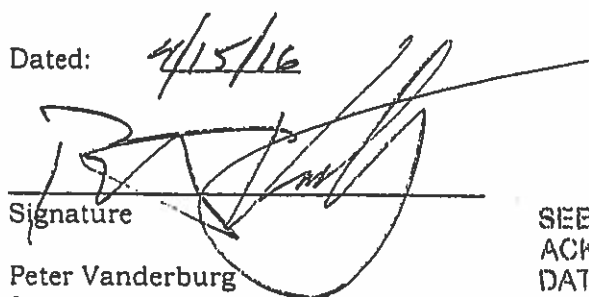
NOW, THEREFORE, it is hereby declared by the undersigned property owners as follows:

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: 4/15/16

Signature


Peter Vanderburg
SVP, Development
IPT Perris DC LP
4675 MacArthur Court, Suite 625
Newport Beach, CA 92660

SEE CALIFORNIA
ACKNOWLEDGMENT
DATE 4/15/16 INTL. Y.O.P.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On April 15, 2016 before me, Teresa D. Lewis, Notary Public
(Insert name and title of the officer)

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

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

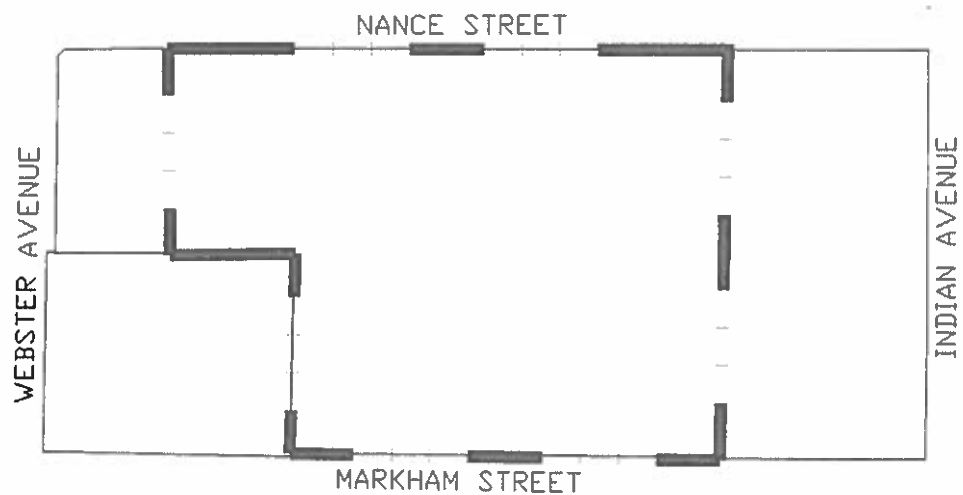
WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT "A" TO CONSENT AND WAIVER FOR
ANNEXATION OF PARCEL MAP 36726 TO
MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



LEGEND

- — — — — ANNEXATION BOUNDARY
- PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

RESOLUTION NUMBER

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 PARCEL MAP 36726 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 10th day of January, 2017, 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 Parcel Map 36726; 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 10th day of January, 2017.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10th day of January, 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

RESOLUTION NUMBER

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 PARCEL MAP 36726 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 FEBRUARY 28, 2017

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 10th day of January, 2017, 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 Parcel Map 36726 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 Parcel Map 36726 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 Parcel Map 36726, 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), plus an inflation factor not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, and 2) the Southern California Edison rate increase(s) effective in subsequent years.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on February 28, 2017, 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 10th day of January, 2017.

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 10th day of January, 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date January 10, 2017

SUBJECT: Annexation of Parcel Map 36726 to Landscape Maintenance District No. 1 (LMD 1)

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex Parcel Map 36726 to LMD 1 and setting a public hearing date of February 28, 2017

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Parcel Map 36726 is a 43.15-acre project under the ownership of Integra Pacific LLC. The project is bordered on the north by Nance Street and on the south by Markham Street, and is located between Webster and Indian Avenues. A distribution warehouse is to be constructed.


The landscaping benefit includes maintenance of the irrigation system, landscaping, and appurtenances located in public rights-of-way and easements. In general, the improvements are located in the Nance Street and Markham Street parkways bordering the project.

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

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$22,151.48, plus inflation factors not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, 2) the Southern California Edison rate increase(s) effective in subsequent years, and 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

Reviewed by:

Interim Assistant City Manager 

Assistant Director of Finance 

City Attorney _____

- Attachments:
1. Resolution Ordering Preparation of the Engineer's Report
 2. Engineer's Report
 3. Resolution Preliminarily Approving Engineer's Report
 4. Resolution of Intention to Annex Parcel Map 36726 to LMD 1

Consent:

RESOLUTION NUMBER XXX

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 122 (PARCEL MAP 36726) 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 122 therein (hereinafter referred to as the "Benefit Zone 122"); 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 Shepherd & Staats, Incorporated 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 Parcel Map 36726 be defined as that area to be annexed to Benefit Zone 122, 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 Parcel Map 36726, to Benefit Zone 122, 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 Shepherd & Staats, Incorporated, 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 10th day of January, 2017.

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 10th day of January, 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

AGENCY: City of Perris

**PROJECT: Annexation of Parcel Map 36726
To Benefit Zone 122, 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, 2016 to June 30, 2017, for that area to be known and designated as:

**"Annexation of Parcel Map 36726
To Benefit Zone 122, 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 10th day of January, 2017.

**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 28th day of February 2017, by adoption of Resolution No. ____ 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 10th day of January 2017.

**NANCY SALAZAR, 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, the landscaping, irrigation, and appurtenances to be maintained are within the Nance Street and Markham Street parkways bordering Parcel Map 36726.

Reference is made to the landscaping plans and specifications prepared by Scott Peterson, Landscape Architect, that are entitled, "Landscape Architectural Drawings For: IPT Perris DC – City LMD Off-Site Parkway". For further information on the location of the improvements and the public right-of-way, reference is made to the plans and specifications prepared by Albert A. Webb Associates, Engineering Consultants, entitled "Parcel Map 36726, IPT Perris DC – TPM 36726, Street Improvement Plans".

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.

It is noted that the maintenance of all facilities located within the inside property-line is the responsibility of the property owner.

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 is estimated at a 5% die-off rate at 2-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 improvements at maturity. The annual assessment levied will be based on the actual annual expenses incurred by Benefit Zone 122.

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 the improvements is \$11,075.74.

The quantities and annual cost for the public improvements are listed on the next page.

The quantities and annual cost for the public improvements are estimated as follows:

| <u>Location</u> | <u>Parkway</u> | <u>Trees</u> |
|-----------------|----------------|--------------|
| Markham Street | 11,166 | 39 |
| Nance Street | <u>9,428</u> | <u>43</u> |
| Totals | 20,594 | 82 |

Benefit Zone 122 Annual Cost Estimate

| <u>Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Annual Cost</u> |
|-----------------------|-----------------|-------------|------------------|--------------------|
| Maintenance | 20,594 | SF | \$0.52 | \$10,708.88 |
| Plant Replace | 99 | SF | 15.75 | 1,559.25 |
| Tree Trimming | 82 | 0.50 Each | 80.00 | 3,280.00 |
| Mulch Application | 57.2 | CY | 30.00 | 1,716.00 |
| Irrigation Repairs | 4,119 | SF | 0.06 | <u>247.14</u> |
| Subtotal | | | | \$17,511.27 |
| Contingency | | | | <u>1,751.14</u> |
| Total Maintenance | | | | \$19,262.41 |
| Incidentals | | | | \$2,889.07 |
| Balance to Assessment | | | | \$22,151.48 |

Benefit Zone 122, for the fiscal year commencing July 1, 2016 to June 30, 2017, 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 122, as shown on the Diagram, enclosed herein as Part 4.

The area within Parcel Map 36726 specifically benefits from the maintenance of the parkways along the streets that provide ingress and egress to Benefit Zone 122.

The method of assessment is based on units, with the benefit units assigned to the net area within Parcel Map 36726. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities is equal to \$513.36 per net acre or benefit unit.

The annual assessments are subject to inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2016 to June 30, 2017, reference is made to the Assessment Roll included herein as Attachment No. 1.

The Benefit Units assigned, and corresponding current maximum annual assessment, per assessor parcel number, are listed as follows:

| <u>Assessor Parcel Number</u> | <u>Assessor Acreage</u> | <u>Net Acreage</u> | <u>Benefit Units</u> | <u>Estimated Annual Assessment</u> |
|-------------------------------|-------------------------|--------------------|----------------------|------------------------------------|
| 302-030-002 | 9.54 | 9.44 | 9.44 | \$4,846.12 |
| 302-030-003 | 9.54 | 9.44 | 9.44 | 4,846.12 |
| 302-030-006 | 9.54 | 9.44 | 9.44 | 4,846.12 |
| 302-030-007 | 0.17 | 0.17 | 0.17 | 87.26 |
| 302-030-008 | 9.37 | 9.27 | 9.27 | 4,758.85 |
| 302-030-011 | <u>5.45</u> | <u>5.39</u> | <u>5.39</u> | <u>2,767.01</u> |
| Totals | 43.61 | 43.15 | 43.15 | \$22,151.48 |

PART 4. A Diagram of the Annexation. The boundary of the area to be annexed is coincident with Parcel Map 36726. Said boundary is designated as "Diagram of Annexation of Parcel Map 36726 to Benefit Zone 122, 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 owners of the area within the proposed annexation. Said consent and waiver are included herein as Attachment No. 3.

**Assessment Roll
Annexation of Parcel Map 36726 to
Benefit Zone 122,
Landscape Maintenance District No. 1, City of Perris**

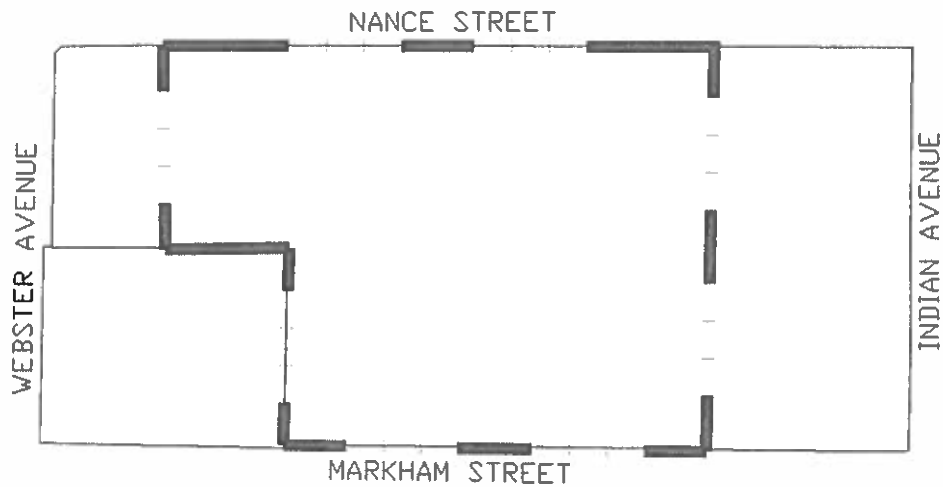
| Benefit Zone and Assessment Number | Assessor Parcel Number | Estimated Annual Assessment | Fiscal Year 2016/2017 |
|---|-----------------------------------|--|----------------------------------|
| 122 | 302-030-002 | \$4,846.12 | \$00.00 |
| 122 | 302-030-003 | 4,846.12 | 00.00 |
| 122 | 302-030-006 | 4,846.12 | 00.00 |
| 122 | 302-030-007 | 87.26 | 00.00 |
| 122 | 302-030-008 | 4,758.85 | 00.00 |
| 122 | 302-030-011 | <u>2,767.01</u> | <u>00.00</u> |
| Totals | | \$22,151.48 | \$00.00 |

The Estimated Annual Assessment amount is subject to inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

DIAGRAM OF ANNEXATION OF
PARCEL MAP 36726 TO BENEFIT ZONE 122
LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



LEGEND

-  ANNEXATION BOUNDARY
-  PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

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,

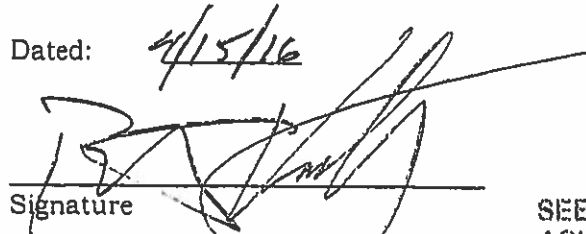
WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA may, pursuant to said provisions of the Act, order the annexation of territory to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" as would otherwise be required by the provisions of the Act if all of 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: 4/15/16

Signature

Peter Vanderburg
SVP, Development
IPT Perris DC LP
4675 MacArthur Court, Suite 625
Newport Beach, CA 92660

SEE CALIFORNIA
ACKNOWLEDGMENT
DATE 4/15/16 INTL. Y.O.J.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On April 15, 2016 before me, Teresa D. Lewis, Notary Public
(Insert name and title of the officer)

personally appeared Peter Vanderburg
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 Teresa D. Lewis (Seal)

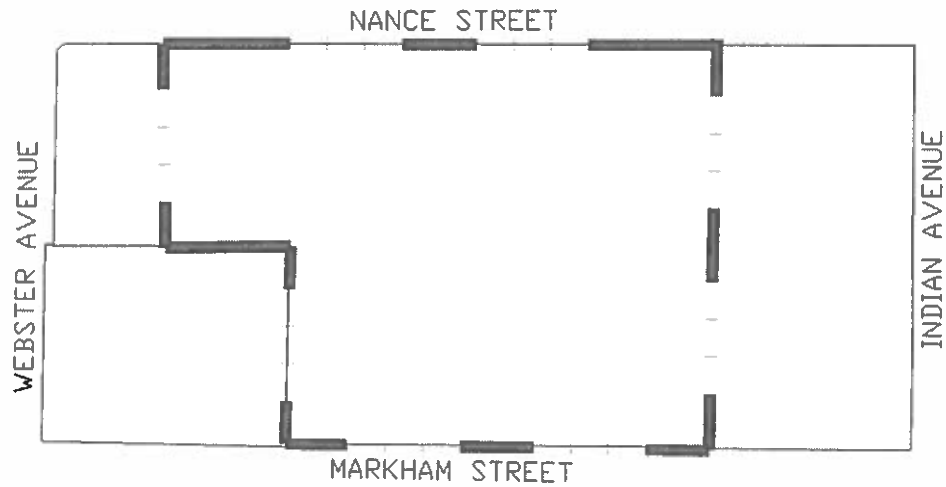


EXHIBIT "A" TO CONSENT AND WAIVER FOR
ANNEXATION OF PARCEL MAP 36726 TO BENEFIT ZONE 122
LANDSCAPE MAINTENANCE DISTRICT NO. 1


CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



LEGEND

-  ANNEXATION BOUNDARY
-  PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

RESOLUTION NUMBER XXX

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 PARCEL MAP 36726 TO BENEFIT ZONE 122, 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 122 therein (hereinafter referred to as the "Benefit Zone 122"); and

WHEREAS, on the 10th day of January, 2017, 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 ParcelMap 36726 to Benefit Zone 122; 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 10th day of January, 2017.

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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 10th day of January, 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

RESOLUTION NUMBER XXX

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 122, 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 122, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 36726 TO BENEFIT ZONE 122, 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 FEBRUARY 28, 2017

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 122 therein (hereinafter referred to as the "Benefit Zone 122"); 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 10th day of January, 2017, 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 122 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 Parcel Map 36726 to Benefit Zone 122 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 Parcel Map 36726. The improvements, located in public rights-of-way and easements, are located in the Nance Street and Markham Street parkways bordering Benefit Zone 122.

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 Parcel Map 36726 to Benefit Zone 122, 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 Parcel Map 36726 to Benefit Zone 122, 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 \$513.36 per Benefit Unit, plus inflation factors not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, 2) the Southern California Edison rate increase(s) effective in subsequent years, and 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on February 28, 2017, 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 10th day of January, 2017.

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 10th day of January, 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date January 10, 2017

SUBJECT: Annexation of Parcel Map 36726 to Flood Control MD No. 1

REQUESTED ACTION: Adoption of Resolution of Intention to Annex Parcel Map 36726 to Flood Control Maintenance District No. 1 and set a public hearing date of February 28, 2017

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Parcel Map 36726 is a 43.15-acre project under the ownership of Integra Pacific LLC. The project is bordered on the north by Nance Street and on the south by Markham Street, and is located between Webster and Indian Avenues. A distribution warehouse is to be constructed. As a condition of approval, the project is required to annex into FCMD 1. This district provides revenue for the annual maintenance of interior streets (residential only) and flood control improvements installed in conjunction with new development.

The project will benefit from the maintenance and servicing of public flood control facilities and from the interim maintenance and servicing of Riverside County Flood Control and Water Conservation District (RCFC&WCD) facilities that protect PM 36726 from inundation.


The public facilities include catch basins, under-sidewalk drains, inlets and outlets; 24-, 30-, 36- 48-, 54-, 60- and 72-inch reinforced concrete pipe; and 1,110 lineal feet of flow interceptor ditch along Webster Avenue.

The RCFC&WCD facilities include outlets and connections; 54-inch and 72-inch reinforced concrete pipes; and, reinforced concrete boxes (4'X5' and 5'X5').

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$46,549.00 (\$33,649 City facilities and \$12,900 RCFC&WCD facilities), plus inflation factors 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, 2) the Southern California Edison rate increase(s) effective in subsequent years, and 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

Reviewed by:

Interim Assistant City Manager 

Assistant Director of Finance 

City Attorney _____

Attachments: 1. Engineer's Report
2. Resolution of Intention to Annex Parcel Map 36726 to Flood Control MD No. 1

Consent:

AGENCY: City of Perris

PROJECT: Annexation of Parcel Map 36726
To Benefit Zone 91, 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, 2016 to June 30, 2017, for that area to be known and designated as:

**"Annexation of Parcel Map 36726
To Benefit Zone 91, 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 10th day of January, 2017.

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 28th day of February 2017, by adoption of Resolution No. ____ 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 10th day of January 2017.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. A **General Description** of the flood control improvements includes facilities that will accommodate the storm flow and protect Parcel Map 36726 from inundation. These improvements channel, contain and convey the storm flow to the Oleander Storm Drain Channel. These improvements are generally described as follows:

Public (City) Facilities:

- Catch basins, inlets and outlets
- 24", 30", 36", 48", 54", 60" and 72" reinforced concrete pipe
- Flow interception ditch along Webster Avenue approximately 1,110 lineal feet

Interim Maintenance of RCFC&WCD Facilities:

- Outlets and connections
- 54" and 72" reinforced concrete pipe
- Reinforced concrete boxes

The RCFC&WCD facilities will be maintained on an interim basis until accepted by the Riverside County Flood Control and Water Conservation District. Acceptance is pending the completion of certain additional master plans facilities.

Maintenance and upkeep of these storm drainage facilities includes, but is not be limited to, 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 drain 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 were prepared by Albert A. Webb Associates and are entitled as follows:

"Parcel Map 36726, IPT Perris DC – TPM 36726, Street Improvement Plans", and

"Perris Valley MDP, Lateral B5, Stage 1". It is noted that the storm drain facilities to be constructed within Harley Knox Boulevard are to be maintained by others and not Benefit Zone 91.

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 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 annual assessment levied will be based on the actual expenses incurred by Benefit Zone 91.

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.

The estimated annual cost for maintenance of the facilities is listed below.

| <u>City Facilities</u> | <u>Improvements</u> | <u>Total Annual Cost</u> |
|------------------------|---|--------------------------|
| | Catch Basins, Inlets, Outlets and Storm Drain | \$10,100 |
| | Flow Interception Ditch and Storm Drain | 16,500 |
| | Contingency | <u>2,660</u> |
| | Subtotal | \$29,260 |
| | Incidentals | 4,389 |
| | Public Facilities Annual Cost | \$33,649 |
| | <u>RCFC&WCD Facilities</u> | \$10,200 |
| | Contingency and Incidentals | <u>2,700</u> |
| | RCFC&WCD Facilities Annual Cost | \$12,900 |
| | Grand Total Annual Costs | \$46,549 |

When the improvements are accepted, the City of Perris will assume the expenses of maintaining the improvements twelve months from the acceptance date. Zero costs will be incurred for the fiscal year commencing July 1, 2016 to June 30, 2017.

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 Parcel Map 36726. 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 Parcel Map 36726. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities is equal to \$1,078.77 per net acre.

The Benefit Units assigned, and corresponding current maximum annual assessment, per assessor parcel number, are listed as follows:

| <u>Assessor Parcel Number</u> | <u>Assessor Acreage</u> | <u>Net Acreage</u> | <u>Benefit Units</u> | <u>Estimated Annual Assessment</u> |
|-------------------------------|-------------------------|--------------------|----------------------|------------------------------------|
| 302-030-002 | 9.54 | 9.44 | 9.44 | \$10,183.61 |
| 302-030-003 | 9.54 | 9.44 | 9.44 | 10,183.61 |
| 302-030-006 | 9.54 | 9.44 | 9.44 | 10,183.61 |
| 302-030-007 | 0.17 | 0.17 | 0.17 | 183.39 |
| 302-030-008 | 9.37 | 9.27 | 9.27 | 10,000.20 |
| 302-030-011 | <u>5.45</u> | <u>5.39</u> | <u>5.39</u> | <u>5,814.58</u> |
| Totals | 43.61 | 43.15 | 43.15 | \$46,549.00 |

The annual assessments are subject to inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2016 to June 30, 2017, 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 \$23,274.50.

PART 5. A **Diagram** of the Annexation. The boundary of the area to be annexed is coincident with Parcel Map 36726. Said boundary is designated as "Diagram of Annexation of Parcel Map 36726 to Benefit Zone 91, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

Assessment Roll

**Annexation of Parcel Map 36726 to
Benefit Zone 91,
Flood Control Maintenance District No. 1, City of Perris**

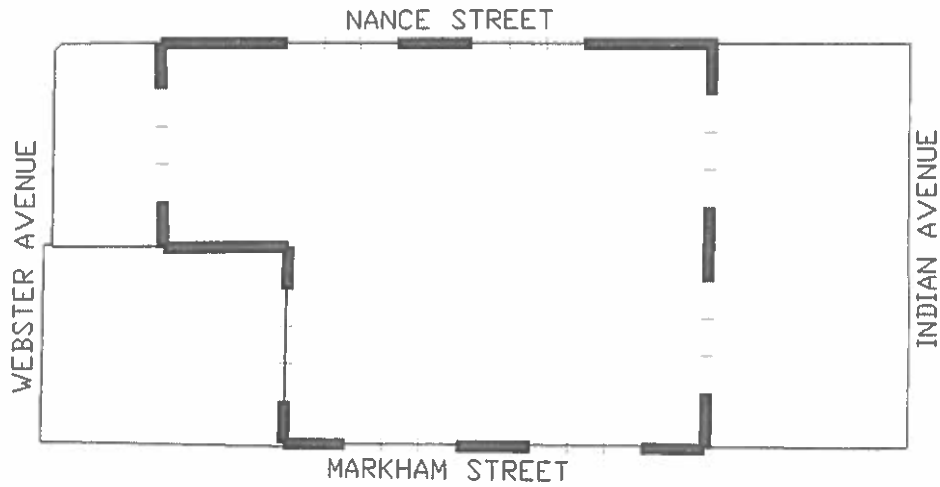
| Benefit Zone and Assessment Number | Assessor Parcel Number | Estimated Annual Assessment | Fiscal Year 2016/2017 |
|---|-----------------------------------|--|----------------------------------|
| 91 | 302-030-002 | \$10,183.61 | \$00.00 |
| 91 | 302-030-003 | 10,183.61 | 00.00 |
| 91 | 302-030-006 | 10,183.61 | 00.00 |
| 91 | 302-030-007 | 183.39 | 00.00 |
| 91 | 302-030-008 | 10,000.20 | 00.00 |
| 91 | 302-030-011 | <u>5,814.58</u> | <u>00.00</u> |
| Totals | | \$46,549.00 | \$00.00 |

The annual assessments are subject to inflation factors not to exceed:



- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years

DIAGRAM OF ANNEXATION OF
PARCEL MAP 36726 TO BENEFIT ZONE 91
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



LEGEND

-  ANNEXATION BOUNDARY
-  PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

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

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

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

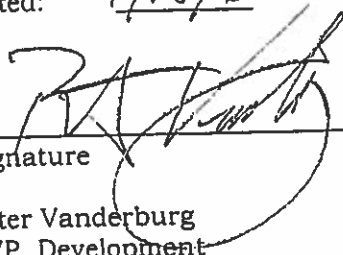
TO: The City Council of the City of Perris

We, the undersigned, hereby:

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

Dated: 4/15/16

Signature


Peter Vanderburg
SVP, Development
IPT Perris DC LP
4675 MacArthur Court, Suite 625
Newport Beach, CA 92660

SEE CALIFORNIA
ACKNOWLEDGMENT
DATE 4/15/16 INTL 707

ACKNOWLEDGMENT

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

State of California
County of Orange)

On April 15, 2016 before me, Teresa D. Lewis, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

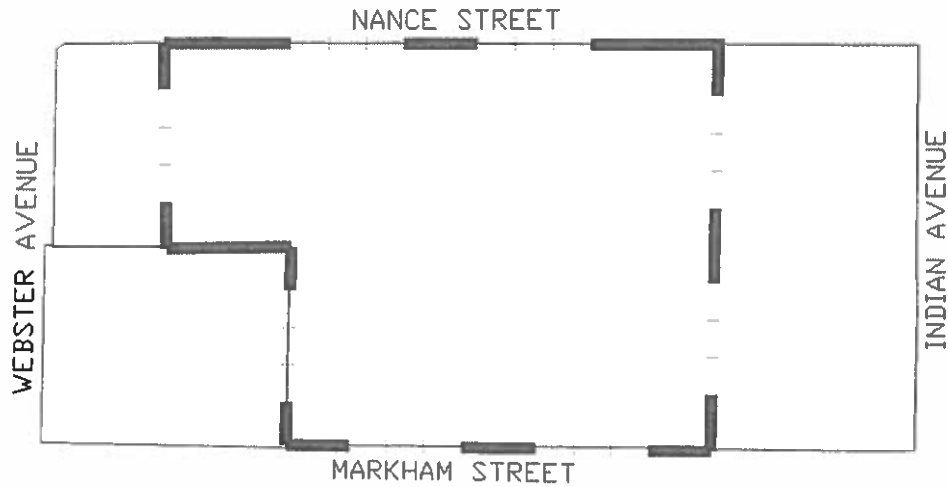


EXHIBIT "A" TO PETITION FOR
ANNEXATION OF PARCEL MAP 36726 TO BENEFIT ZONE 91
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



LEGEND

-  ANNEXATION BOUNDARY
-  PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

RESOLUTION NUMBER XXX

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 PARCEL MAP 36726 TO BENEFIT ZONE 91, 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 FEBRUARY 28, 2017

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 Parcel Map 36726 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, Integra Pacific, LLC (the "Owners") have presented signed petitions to the City Council requesting the annexation of Parcel Map 36726 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 Parcel Map 36726; 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 Parcel Map 36726; and

WHEREAS, to accomplish such purposes, the City Council proposes to annex Parcel Map 36726 to Benefit Zone 91, 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 Parcel Map 36726 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 Parcel Map 36726 to Benefit Zone 91, 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 28th day of February, 2017, 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 10th day of January, 2017.

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 10th day of January, 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL / PERRIS HOUSING AUTHORITY
AGENDA SUBMITTAL

Meeting Date: January 10, 2017

SUBJECT: Resolution authorizing the purchase of property identified as APN: 313-092-001, located at 101 South D Street.

REQUESTED

ACTION: That the City Council sitting as the Board of the Perris Housing Authority adopt a Resolution authorizing the purchase of property located at 101 South D Street in Downtown Perris for \$250,000.00, plus \$10,000.00 for closing costs, and allocate funding in the amount of \$260,000 from general fund reserves to the Perris Housing Authority budget to fund this acquisition.

CONTACT: Sabrina Chavez, Assistant Director
Community Services and Housing Division

On June 14, 2016 the Perris Housing Authority adopted a Resolution authorizing the City Manager to assume a purchase and sale agreement for property located at 101 South D Street (APN 313-092-001) in Downtown Perris for \$225,000. It was also noted that the developer, AMCAL Multi-Housing, Inc. would open escrow and the City of Perris would assume escrow for the purchase of the property, pursuant to an Assignment and Assumption Agreement between the developer and the City of Perris (see attached).

The land use of the 0.17 acre site is zoned for commercial and residential mixed uses (Downtown Promenade, Downtown Specific Plan). It is currently improved with a commercial building formerly utilized as a retail store for auto stereo and party rental supplies. The City intends to acquire the property for a future development that is consistent with the Downtown Specific Plan design guidelines, and is compatible with the new development in the area. The vacant building is currently a public nuisance, it is dilapidated and surrounded by trash and debris.

As previously presented to the Board of the Perris Housing Authority on June 14, 2016, AMCAL was obligated to purchase APN 313-092-001 in the amount of \$225,000 and be reimbursed through Cap and Trade funding. However, if the Cap and Trade application was not successful, the DDA called for the Authority to assume the sales agreement on the property directly from the developer in the amount of \$225,000 for future development of the site. Subsequently, the developer proceeded with an analysis to determine the potential of funding for a conceptual affordable housing project involving the subject property, however, it was determined that the conceptual project would not score competitively for an award through the California State Affordable Housing and Sustainable Communities Program (ASHC). See attached letter from AMCAL dated November 16, 2016.

As a result of this determination, the developer has presented City Staff with an executed purchase and sale agreement for the purchase price of \$250,000, which reflects an increase of \$25,000 over what was previously offered to the property owner and presented to the Perris Housing Authority on June 14, 2016. Staff requests that the City Council sitting as the Board of the Perris Housing Authority allocate funding in the amount of \$260,000 from general fund reserves to the Perris Housing Authority budget to fund the acquisition of APN: 313-092-001. Staff is also requesting that the Perris Housing Authority authorize the executive director of the Perris Housing Authority to execute all documents related to the purchase of the subject property in an amount not exceeding \$260,000, which includes the purchase price and estimated closing costs. The anticipated escrow closing date is January 19, 2016.

BUDGET (or FISCAL) IMPACT: Upon the approval by the City Council sitting as the board of the Perris Housing Authority to allocate funding in the amount of \$260,000 for this acquisition, the authority budget will have sufficient funding to assume and close the purchase and sale agreement for APN: 313-092-001 totaling \$260,000, which includes the purchase price, escrow deposit, and estimated closing costs.

Reviewed by: Assistant Director of Finance: 
Interim Assistant City Manager: 

Attachments: Resolution
Letter from AMCAL dated November 16, 2016
Standard Offer, Agreement and escrow Instructions for Purchase of Real Estate
Draft Assignment and Assumption Agreement

Consent: X
Public Hearing:
Business Item:
Other:

RESOLUTION NO. _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PERRIS, APPROVING THE ASSUMPTION OF A PURCHASE AND SALE AGREEMENT OF PROPERTY LOCATED AT 101 SOUTH D STREET (APN: 313-092-001) IN DOWNTOWN PERRIS.

WHEREAS, On June 14, 2016, the City of Perris Housing Authority (“Authority”) adopted a Resolution authorizing Amcal Multi- Housing (“Developer”) to open escrow for the purchase of property located at 118 South D Street (APN: 313-081-005) in Downtown Perris, and authorized the City Manager to assume a purchase and sale agreement from Developer pursuant to a Development and Disposition Agreement for the acquisition of a property identified as Assessors Parcel Number: 313-092-001; and

WHEREAS, the Developer has presented a purchase and sales agreement for a Property located at 101 South D Street, Perris, CA, APN: 313-092-001 not to exceed the amount of two hundred sixty thousand dollars (\$260,000), which includes the escrow deposit, estimated closing costs; and

WHEREAS, the Perris Housing Authority will fund the purchase of the property in the amount of two hundred sixty thousand dollars (\$260,000), to include the purchase price, escrow deposit, and estimated closing costs; and

WHEREAS, on January 10, 2017, the Authority conducted a duly noticed public meeting, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, on January 10, 2017, the Authority approved a Resolution authorizing the purchase of the subject Property; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

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

Section 2. Based on the information contained within the Housing Authority staff report and the accompanying attachments and exhibits, the City Council sitting as the board of the Perris Housing Authority hereby approves this Resolution authorizing an allocation of funding in the amount of \$260,000 from general fund reserves to the Perris Housing Authority budget for the purchase of the subject Property.

Section 3. The Chairman and Executive Director are authorized and directed to take such actions and execute such documents as may be necessary to implement and effect this Resolution on behalf of the Housing Authority of the City of Perris.

Section 4. The Authority Secretary shall certify to the passage and adoption hereof.

ADOPTED, SIGNED and APPROVED this 10th day of January, 2017.

Chairman, Michael Vargas

ATTEST:

Nancy Salazar, Authority Secretary

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

I, _____, Authority Secretary of the City of Perris, California, do hereby certify that the foregoing Resolution Number _____ was duly and regularly adopted by the Housing Authority of the City of Perris at a regular meeting thereof held on the 10th day of January 2017, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Nancy Salazar, Authority Secretary



November 16, 2016

Mr. Darren Madkin
Deputy City Manager
City of Perris
101 North D Street
Perris, CA 92570

RE: AMCAL/Affordable Housing Development, South "D" Street, Perris, California

Dear Mr. Madkin:

As you know, AMCAL Multi-Housing, Inc. (AMCAL) has been working in partnership with the City of Perris on an affordable, mixed-use, Transit Oriented Development (TOD) located at South "D" Street. The purpose of this letter is to provide you with an update on the financing plan, including the State Affordable Housing and Sustainable Communities Program (ASHC) funds, one of the main sources of financing for the development.

The subject development site is an ideal location for affordable housing, including its close proximity to the Downtown Perris Station. Because of this, AMCAL proposed a financing plan with 4% tax credits, tax-exempt bonds, and State ASHC funds intended for TOD housing projects. AHSC is an important part of the financing plan with the potential to provide over \$13 million in gap financing. As you know, the AHSC program is extremely competitive, and a funding application must receive a sufficiently high score for an award. AMCAL recently completed further analysis on the AHSC application and conducted preliminary scoring for the Perris proposal. This includes a review of recently published scoring information for projects that were awarded AHSC funds in the last round. Unfortunately, it was determined that the development is currently not competitive for AHSC funds.

AMCAL will continue to monitor the AHSC program, including possible future changes that could help with the scoring and competitiveness of the Perris development. We thank you again for this opportunity to partner with the City of Perris and look forward to future opportunities. If you have any questions or comments, please call me at (949) 863-9408.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mario Turner", with a long horizontal flourish extending to the right.

Mario Turner
Vice President of Development

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“**Assignment**”) is entered into by AMCAL Multi-Housing Two, LLC, a California limited liability company, located at 30141 Agoura Road, Suite 100, Agoura Hills, California 91301 (“**Assignor**”), and the Perris Housing Authority, a public body, corporate and politic, located at 101 S. D Street Perris, CA 92570 (“**Assignee**”) with reference to the following recitals of fact:

RECITALS

A. On or about August 9, 2016, Assignor and Rajeev Kumar Kaura (“**Seller**”) entered into that certain Standard Offer, Agreement and Escrow Instruction for Purchase of Real Estate (the “**Purchase Agreement**”) regarding that certain land and improvements thereon located at 101 S. D Street, Perris, California, APN: 313-092-001 (the “**Property**”), whereby Assignor purchased from Seller the Property. A copy of the Purchase Agreement is attached hereto as Exhibit 1.

B. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s right, title, and interest in and under the Purchase Agreement and the terms and conditions set forth herein.

NOW THEREFORE, for valuable consideration as set forth herein, the parties agree as follows:

AGREEMENT

1. **ASSIGNMENT CONSIDERATION:** In consideration for the assignment of Assignor’s right, title and interest in and under the Purchase Agreement, Assignee agrees to pay Assignor the sum of one dollar (\$1.00) (“**Assignment Consideration**”), to be paid by Assignee to Assignor on or before the Effective Date.

2. **ASSIGNMENT:** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to and irrevocably delegates to Assignee all its duties and obligations under the Purchase Agreement.

3. **ACCEPTANCE AND ASSUMPTION:** Assignee accepts the assignment to it by Assignor of all of Assignor’s right, title, and interest in and to, and the irrevocable delegation to it by Assignor of all of Assignor’s duties and obligations under, the Purchase Agreement. Assignee covenants that it (1) approves, ratifies, and confirms all terms, covenants, conditions, and provisions of the Purchase Agreement, (2) will perform at its own expense all duties and obligations imposed on Assignor by the Purchase Agreement, and (3) will be bound by all the terms, covenants, conditions, provisions, and obligations of Assignor under the Purchase Agreement after the Effective Date (as defined below) of this Assignment.

4. **REPRESENTATIONS AND WARRANTIES:** Assignor represents and warrants to Assignee that:

- (a) Assignor has the power and authority to enter into and carry out this Assignment;
- (b) Assignor has not previously assigned any of its rights under the Purchase Agreement;
- (c) All covenants, agreements, and conditions required to be performed or to occur on Assignor's part as of the Effective Date have been performed or have occurred as required by the Purchase Agreement;
- (d) To the best of Assignor's knowledge, there is no default (or event that, with the passage of time, giving of notice, or both, would constitute a default) under the Purchase Agreement on the part of any party to the Purchase Agreement;
- (e) Neither the execution nor the performance of this Assignment or any of the documents that may be executed under it violates the organizational documents of Assignor, or any agreement, instrument, indenture, judgment, or other legal obligation by which Assignor may be bound;
- (f) Assignor has neither failed to comply with nor violated any laws relating to the Purchase Agreement; and
- (g) The documents delivered to Assignee as constituting the Purchase Agreement are the true and complete agreements of Assignor with respect to the Purchase Agreement.

5. **INDEMNITY:** Assignor shall indemnify, defend, and hold harmless Assignee, its officers, directors, shareholders, principals, employees, agents, members, successors, and assigns from and against any and all liability, demands, claims, losses, damages, recoveries, settlements, and expenses (including without limitation reasonable attorney fees) arising from or in connection with the Purchase Agreement before the Effective Date. Assignee shall indemnify, defend, and hold harmless Assignor, its officers, directors, shareholders, principals, employees, agents, members, successors, and assigns from and against any and all liability, demands, claims, losses, damages, recoveries, settlements, and expenses (including without limitation reasonable attorney fees) arising from or in connection with the Purchase Agreement after the Effective Date.

6. **ESCROW DEPOSIT:** Assignee shall reimburse, or shall have reimbursed, the escrow deposit of six thousand seven hundred fifty dollars (\$6,750.00) held at Commonwealth Land Title Company, 888 S. Figueroa Street, Suite 2100, Los Angeles, California 90017, Escrow No. 91700306-CG by December 1, 2016. This deposit shall be made payable to and delivered to AMCAL Multi-Housing Two, LLC on or before the Effective Date. This is in addition to the Assignment Consideration to be paid through escrow at closing.

7. **NO FURTHER MODIFICATION WITHOUT ASSIGNOR CONSENT:** Assignee shall not modify or amend the Purchase Agreement after the Effective Date of this Assignment without first obtaining the express written consent of the Assignor, which consent shall not unreasonably be withheld.

8. **NO REPRESENTATION OR WARRANTY BY ASSIGNOR:** Assignee agrees and acknowledges that (a) Assignor has made no representation or warranty regarding the status and/or condition of the Property and (b) Assignee shall perform its own due diligence review of the Property.

9. **FURTHER ASSURANCES:** Each party to this Assignment will at its own cost and expense, execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Assignment.

10. **ENTIRE ASSIGNMENT; WAIVER:** This Assignment constitutes the final, complete and exclusive statement between the parties to this Assignment pertaining to the terms of Assignor's assignment of the Purchase Agreement and escrow to Assignee, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. Neither party has been induced to enter into this Assignment by, nor is either party relying on, any representation or warranty outside those expressly set forth in this Assignment.

11. **AMENDMENT:** Any agreement made after the date of this Assignment is ineffective to modify, waive, or terminate this Assignment in whole or in part, unless that agreement is in writing, is signed by the parties to this Assignment, and specifically states that agreement modifies this Assignment.

12. **GOVERNING LAW:** This Assignment will be governed by, and construed in accordance with the laws of the state of California.

13. **SEVERABILITY:** If any term or provision of this Assignment is, to any extent, held to be invalid or unenforceable, the remainder of this Assignment will not be affected, and each term or provision of this Assignment will be valid and be enforced to the fullest extent permitted by law. If the application of any term or provision of this Assignment to any person or circumstances is held to be invalid or unenforceable, the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term or provision of this Assignment will be valid and be enforced to the fullest extent permitted by law.

14. **INTERPRETATION:** Each party and its counsel have participated fully in the review and revision of this Assignment. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Assignment.

15. **EFFECTIVE DATE:** This Assignment and Assumption Agreement shall be effective ("**Effective Date**") upon the execution hereof by all of Assignor, Assignee and Seller.

16. **COUNTERPARTS:** This Assignment may be executed in counterparts. A photocopy or facsimile copy of this Assignment shall be binding on all parties as if it were an original.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

ASSIGNOR:

AMCAL MULTI-HOUSING TWO LLC., a
California Limited Liability Company

By: _____
Arjun Nagarkatti, President

ASSIGNEE:

The Perris Housing Authority,
a public body

By: _____
Name, Title

ATTEST:

Nancy Salazar, Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney/Authority Counsel

SELLER CONSENT/ESTOPPEL:

Seller hereby (a) acknowledges that the Due Diligence Period under the Purchase Agreement currently ends on November 11, 2016, (b) acknowledges that Assignor is not in default under the terms of the Purchase Agreement and that the Purchase Agreement is in full force and effect, and (c) consents to the assignment by Assignor of its interest under the Purchase Agreement to

Assignee and agrees to accept Assignee as Buyer under the Purchase Agreement to the same extent as if they were an original party thereto.

Rajeev Kumar Kaura

EXHIBIT 1

Purchase Agreement

[see following pages]



**STANDARD OFFER, AGREEMENT AND ESCROW
INSTRUCTIONS FOR PURCHASE OF REAL ESTATE
(Non-Residential)
AIR Commercial Real Estate Association**

8/09/2016

(Date for Reference Purposes)

1. Buyer.

1.1 AMCAL Multi-Housing Two LLC, and/or Assignee (Buyer) hereby offers to purchase the real property, hereinafter described, from the owner thereof (Seller) (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or on 04/10/2017 days after the waiver or expiration of the Buyer's Contingencies. ("Expected Closing Date") to be held by Commonwealth Land Title Companies c/o Sara Soudani (Escrow Holder) whose address is 888 S. Figueroa Street Suite 2100 Los Angeles, CA 90017

Phone No. 213 330 2020 Facsimile No. 213-330 2332 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) One parcel of property approximately 7,461 square feet

is located in the City of Perris County of Riverside State of California is commonly known by the street address of 101 South D Street

and is legally described as to be defined in escrow.

(APN 313-092-001)

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); or lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings, and

(collectively, the "Improvements")

2.4 The fire sprinkler monitor is owned by Seller and included in the Purchase Price is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company; ownership will be determined during Escrow, or there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and all of

which shall be removed by Seller prior to Closing

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$250,000.00, payable as follows:

(a) Cash-down payment, including the Deposit as defined in paragraph 4.3 (or if all cash transaction, the Purchase Price) \$

(Strike if not applicable)

(b) Amount of "New Loan" as defined in paragraph 5.1, if any \$

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"): (i) An Existing Note ("First Note") with an unpaid principal balance as of the

Closing of approximately \$ per month. Said First Note is payable at \$ per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on)

(Strike if not applicable)

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately \$ per month. Said Second Note is payable at \$ per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on)

(Strike if not applicable)

(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property to secure the promissory note of Buyer to Seller described in paragraph 5 ("Purchase Money Note") in the amount of \$

(Strike if not applicable)

Total Purchase Price

\$250,000.00

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3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of \$ _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. within 2 or 5 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. Buyer shall deliver to Escrow Holder a check in the sum of \$6,750.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits

- (a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of \$ _____ to be applied to the Purchase Price at the Closing.
(b) Within 5 business days after the contingencies discussed in paragraph 5.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \$ _____ to be applied to the Purchase Price at the Closing.
(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach.

5. Financing Contingency. (Strike if not applicable)

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder in writing of the disapproval within said 7 days, it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.

5.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller in writing within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing (Purchase Money Note) (Strike if not applicable)

6.1 If Seller approves Buyer's financing (see paragraph 5.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows _____

The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly set forth in this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3(b)).

- (a) Prepayment: Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.
(b) Late Charge: A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after its due.
(c) Due On Sale: In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.

6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder in writing of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

7. Real Estate Brokers

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

- _____ represents Seller exclusively ("Seller's Broker");
 _____ represents Buyer exclusively ("Buyer's Broker"); or
 _____ represents both Seller and Buyer ("Dual Agency")

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 4.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1 and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

[Signature]
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8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions in the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance (See also paragraph 11).

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified herebefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR Commercial Real Estate Association ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 10 or 60 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 or 60 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has 30 or _____ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days of the Date of Agreement.

(e) *Governmental Approvals.* Buyer has 30 or 60 days from the Date of Agreement to satisfy itself with regard to the likelihood that it will be able to secure approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has 30 or 60 days from the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within 10 or _____ days of the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association.* Seller shall within 10 or _____ days of the Date of Agreement provide Buyer with a statement and transfer package from any owner's association serving the Property. Such transfer package shall at a minimum include copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to


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the association.

(j) **Other Agreements.** Seller shall within 10 or _____ days of the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) **Financing.** If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New-Loan contingency:

_____ (l) **Existing Notes.** If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days of the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid; and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days from the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in the Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days of the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) **Personal Property.** In the event that any personal property is included in the Purchase Price, Buyer has 10 or 60 days from the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days of the Date of Agreement.

(n) **Destination, Damage or Loss.** Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction, or damage or loss to the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00 and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) **Material Change.** Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) **Seller Performance.** The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) **Brokerage Fee.** Payment of the Closing of such brokerage fee as is specified in the Agreement or later written instructions to Escrow Holder, executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in the Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "Buyer's Contingencies."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("Disapproved Item"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved item prior to the Expected Closing Date ("Seller's Election"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18602 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectible funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

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(g) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.
IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 **Taxes.** Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 **Insurance.** WARNING Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 **Rentals, Interest and Expenses.** Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 **Security Deposit.** Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 **Post Closing Matters.** Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 **Variations in Existing Note Balances.** In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 **Variations in New Loan Balance.** In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1 then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 **Owner's Association Fees.** Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) **Authority of Seller.** Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) **Maintenance During Escrow and Equipment Condition At Closing.** Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) **Hazardous Substances/Storage Tanks.** Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substances, nor of the existence or prior existence of any above or below ground storage tank.

(d) **Compliance.** Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfiled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement to be performed on the Property.

(e) **Changes in Agreements.** Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) **Possessory Rights.** Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) **Mechanics' Liens.** There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) **Actions, Suits or Proceedings.** Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or use same.

(i) **Notice of Changes.** Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(a)) affecting the Property that becomes known to Seller prior to the Closing.

(j) **No Tenant Bankruptcy Proceedings.** Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) **No Seller Bankruptcy Proceedings.** Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) **Personal Property.** Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party herein.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work, conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief



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sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights:

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~

~~18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.~~

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or other holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of

Perth on the date of August 26, 2016

it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initiated by both Parties.)

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$6,750.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.


Buyer Initials


Seller Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initiated by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. ANY SUCH CONTROVERSY SHALL BE ARBITRATED BY 3 ARBITRATORS WHO SHALL BE IMPARTIAL REAL ESTATE BROKERS WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THEY SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.


Buyer Initials


Seller Initials

23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the

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Property is located.

23.3 Time of Essence. Time is of the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.

23.7 1031 Exchanges. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in the transaction as follows:

(a) Seller's Agent - A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) To the Seller - A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) To the Buyer and the Seller - a Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) Buyer's Agent - A selling agent acting with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations: (1) To the Buyer - A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) To the Buyer and the Seller - a Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) Agent Representing Both Seller and Buyer - A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of the paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is deemed, consult a competent professional.

(d) Further Disclosures. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing (a) principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such broker.

24.3 Confidential Information. Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions: Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs _____ through _____. (If there are no additional provisions write "NONE")

a energy disclosure addendum is attached;

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY, SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF



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THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE: 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY. 2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof. BUYER:

AMCAL Multi-Housing Two LLC, a California Limited Liability Company and/or Assignee
By: [Signature]
Date: 08/09/2016
Name Printed: Arjun Nagarhatti
Title: President
Telephone: (818) 706-0694
Facsimile: (818) 706-3752
Email: arjun@amcalhousing.com

27. Acceptance. 27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified. 27.2 Seller acknowledges that Brokers have been retained to locate a Buyer and are the procuring cause of the purchase and sale of the Property set forth in this Agreement in consideration of real estate brokerage service rendered by Brokers. Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker % and Buyer's Broker % This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing. 27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER: SELLER:
Rajeev Kaura
By: [Signature]
Date: 08/09/2016
Name Printed: Rajeev Kaura
Title: Owner
Telephone: (909) 499-7034
Facsimile:
Email: rajeev@me-pm.com

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203 Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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[Signature]
INITIALS

[Signature]
INITIALS

**Addendum to Standard Offer, Agreement and Joint Escrow Instructions
for Purchase of Real Estate (AIR Form OFA-16-06)**

The following terms and conditions are hereby incorporated in and made a part of the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated August 09, 2016 ("Agreement"), on the property known as 101 South D Street, Perris, CA ("Property") in which AMCAL Multi Housing Two, LLC and/or Assignee is referred to as ("Buyer") and Rajeev Kaura is referred to as ("Seller").

28. **Close of Escrow:** Close of escrow shall occur on April 10, 2017 ("Closing Date"). Escrow may close sooner if mutually agreed upon by Buyer and Seller. All funds deposited shall accrue market rate interest in favor of Buyer

29. **Buyer's Contingencies:** Section 9 of the Agreement is modified in the following respects:

29.1 Feasibility Period:

Within five (5) days following the Date of this Agreement, Seller shall provide to Buyer all information, documents, and materials that Seller is required to provide Buyer as set forth in Section 9, and shall authorize and instruct its engineers and outside consultants to share with Buyer such knowledge or information they have developed with respect to the Property. Buyer shall have until October 10, 2016 for (the "Feasibility Period") to conduct its investigations, feasibility and financial study. During the Feasibility Period, Buyer may retain engineers, contractors, soils environmental and geological consultants, architects, and any other advisors the Buyer, in its sole discretion, deems appropriate in order to determine if the property is suitable for Buyer. Buyer may also engage a Relocation Consultant to determine the amount of Federal Relocation Buyer will be responsible for paying. Seller agrees to allow Buyer's Relocation Consultant to interview tenants with reasonable notice given to tenant's, but in no case earlier than 48 hours' notice. If, by the end of the Feasibility Period in Buyer's sole and absolute opinion, the Property is not satisfactory, all rights and obligations under the Agreement shall, at the election of Buyer, terminate and the deposits previously made shall immediately be returned to Buyer by Escrow Holder without the need of further instructions by either party. Buyer's failure to notify Escrow Holder, in writing, of the approval of any contingency within the Feasibility Period shall be conclusively presumed as Buyer's disapproval of such contingency and all deposits refundable to Buyer.

29.2 Title Contingency:

Within five (5) days after execution of the Agreement, Seller shall cause to be prepared and delivered to Buyer at Buyer's sole cost, a preliminary title report on the Property, together with legible copies of all documents referred to therein, including all colored plotted easements (collectively the "PTR"), to be provided by Commonwealth Land Title Company. Should the complete PTR including plotted easements not be delivered to Buyer within 10 days after opening of escrow, the Contingency Period will automatically be extended, without further instructions from either party, by one day for each day beyond the 10th day after opening of escrow that the PTR remains incomplete. If in Buyer's sole and absolute opinion title is not acceptable, all rights and obligations under the Purchase Agreement shall, at the election of Buyer terminate, and the deposits previously made shall immediately be returned to Buyer by escrow without the need of further instructions by either party. If Buyer elects to proceed with the purchase, at closing, Seller shall provide and pay for a CLTA policy of Title Insurance consistent with the PTR and plotted easements approved by Buyer, and Buyer will pay for the additional cost to obtain an ALTA policy of title insurance.

30. Property Documents:

Within five (5) days of the execution of this Agreement, Seller shall deliver to Buyer copies of all materials listed on Exhibit A attached hereto which are in Seller's possession or control (Property Documents). AMCAL shall review and approve or disapprove the Property Documents on or before the end of the Feasibility Period.

31. **Leases and Tenancies:** In addition to Seller's obligations under Section 9(h), if the Property is not subject to any leases or tenancies, Seller shall represent this in writing to Buyer and Escrow Holder within five (5) days after execution of the Agreement. Tenant Estoppel Certificates or Seller's representation of no tenancies, whichever is appropriate, shall be included in the information Seller is required to provide Buyer as referenced in Paragraph 29.1, above.

[Handwritten signature]

32. Buyer's Investigation of Property and Access:

32.A Seller hereby grants to Buyer, its agents, assignees, employees, and nominees, the right to enter onto the Property, at any time during normal business hours with 48 hours prior notice to Seller for the purposes of making inspections and tests and doing any engineering, environmental, tenant interviews, surveying, or related work as may be required by Buyer. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorney's fees), and damages, arising from or by reason of Buyer's access to, or inspection of, the Property (including damage to property and injury to persons caused by any tests, inspections or other due diligence conducted by or on behalf of Buyer), except to the extent resulting from the gross negligence or misconduct of Seller or from the mere discovery or legally required disclosure of any existing conditions. Prior to entry, Buyer shall provide Seller certificates of insurance evidencing that Buyer, and/or Buyer's agents, assignees, employees, and nominees, as applicable, possess liability insurance coverage in an amount not less than \$1 million per occurrence.

32.B Buyer's environmental consultant may deem it necessary to interview Seller, as well as past and present owners, operators and occupants of the Property. Seller agrees to cooperate with Buyer's environmental consultant in this regard and facilitate the environmental consultant's access to, and interviews of, current operators and occupants of the Property, if any.

33. Right to Submit: Buyer reserves the right, at its sole cost and expense and without incurring any liability to Seller, to submit architectural and other plans and applications to the appropriate city or government agencies for approval. Seller will cooperate fully with Buyer in this regard.

34. Right to Post Sign: Upon Buyer's approval of the Feasibility Period, Seller shall grant to Buyer the right to post a sign on the Property indicating "Another Future AMCAL Development Coming to this Site," or to that effect, including Buyer's telephone number and company information.

35. Environmental Issues: Seller shall deliver to Buyer a site that is environmentally clean that satisfies all federal and state standards for residential use. Additional studies or remedial work if required shall be the expense solely of the Buyer.

36. Initial Deposit: Within five (5) business days following the mutual execution of the Agreement, Buyer shall deposit into escrow the sum of \$6,750 applicable to Purchase Price, all of which shall be but refundable to Buyer until the end of the Feasibility Period. Should Buyer disapprove the Feasibility Period, then Buyer shall have the right to cancel this transaction and receive back from escrow all deposits. In this event, Buyer shall deliver to Seller all plans, applications, and third part studies Buyer has commissioned to the date of cancellation. Upon Buyer's written approval of the Feasibility Period, the Initial Deposit shall become non-refundable to Buyer and applicable to Purchase Price.

37. Real Estate Commissions: There are no Real Estate Brokers involved in this transaction. Buyer shall not be liable for any sales commissions under any circumstances.

38. Confidentiality: Buyer and Seller, through themselves or their agents or representatives, agree not to disclose the terms of this Agreement or of any negotiations or information received from the other party regarding the Property to any unrelated third parties without first obtaining the prior written consent of the other party.

39. Exclusivity: During the term of this Agreement (the "Exclusivity Period), Seller agrees that Seller will not negotiate with any other persons or entities with respect to the purchase of the Property.

40. Work Product: Seller shall be entitled to receive copies of all of Buyer's applications for entitlements and third party reports at no additional cost to Seller.

PSA Addendum AMCAL 101 S D Street FINAL.pdf

Buyer's Initials
Seller's Initials



41. **Exchange Cooperation:** Buyer and seller agree to cooperate, at no cost or liability to the other, in their respective 1031 Tax Deferred Exchanges, as applicable.
42. **Closing Costs and Pro-Rations:** In the event Buyer terminates the transaction prior to the close of escrow for any reason Buyer shall pay for all escrow and title cancellation fees.
43. **Interpretation:** Should there be any conflict between the terms of this Addendum and the AIR form, the terms of this Addendum shall govern.
44. **Remedies for Seller's Default:** Seller acknowledges that the Property is unique to Buyer. If Seller defaults in its obligations under this Agreement to sell the Property to Buyer by the Close of Escrow through no fault of Buyer, then Buyer at its option may have the right to specific performance of this Agreement or the right to recover all deposits and all of its general and specific damages. If this Agreement is terminated before the Close of Escrow for Seller's default, then, in addition to any remedy Buyer has under this Agreement, Seller shall reimburse Buyer for the costs incurred by Buyer in conducting its Buyer Investigations.
45. **Assignment of Leases:** If the Property is conveyed subject to any leases or tenancies, Seller shall assign to Buyer all of Seller's right, title and interest in and to each and all of such leases and tenancies as of Close of Escrow. In such case, Buyer and Seller shall execute a separate memorandum ("Assignment of Leases") on or before Close of Escrow.
46. **Seller Not to Encumber:** From the date that is five (5) business days prior to the expiration of the Contingency Period through the Close of Escrow, Seller shall not enter into any leases, contracts, or modifications to the same, or matters of record affecting the Property that cannot be terminated on no more than 30-days notice without the express written consent of Buyer, which consent shall not be unreasonably withheld, delayed or conditioned.
47. **Assignee Privilege:** Seller grants the right to Buyer to assign the Agreement over to the Assignee at any time during the escrow period.
48. **Time Periods:** Should the last day of a time period fall on a weekend or legal holiday, the next business day thereafter shall be considered the end of the time period.
49. **118 S. D Street Closing Contingency:** Prior to the Closing of 101 S. D Street, if Buyer and/or Assignee has not purchased 118 S. D Street. Seller shall have right to cancel or renegotiate the Purchase Price of 101 S. D Street.


SELLER: Rajeev Kumar Kaura

BUYER: AMCAL Multi-Housing Two, LLC and/or Assignee

Date: 08/09/2016

Date: 08/09/2016

By: x 
Name Printed: Rajeev Kumar Kaura
Title: Owner

By: x 
Name Printed: Arjun Nagarkatti
Title: President

Cheryl A. Greer, Commercial Escrow Officer
Phone: (213) 330-3100 • Fax: (213) 947-4403
e-mail: cgreer@cltic.com

**FIRST AMENDMENT TO
SUPPLEMENTAL ESCROW INSTRUCTIONS**

Escrow Number: 09170307-917-CG8
Property Address: 101 S. D St., City of Perris, CA

Date: November 4, 2016
Escrow Officer: Cheryl A. Greer

TO: Commonwealth Land Title Company

My previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following manner:

FEASIBILITY PERIOD EXTENSION:

Seller and Buyer hereby agree to extend the Feasibility Period to Thursday, December 1, 2016.

CLOSE OF ESCROW DATE EXTENSION:

Seller and Buyer hereby agree and acknowledge that the close of escrow date shall be Thursday, January 19, 2017.

All other terms and conditions not in direct conflict with the foregoing remain unchanged.

Each of the undersigned states that he/she/they have read the foregoing instructions and understands and agrees to them in their entirety.

SELLER:

BUYER:

**AMCAL Multi-Housing Two, LLC, a California
limited liability company**

By: 

Name: Arjun Naga Arkaoti

Title: PRESIDENT

Rajeev Kaura



ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW
INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

Dated: 10/10/2016

By and Between (Buyer) AMCAL Multi-Housing Two LLC
(Seller) Rajeev Kumar Kaura

Regarding: 101 S. D Street Perris, CA

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

1. Buyer and Seller agree to extend the Feasibility Period from October 10, 2016 to November 11, 2016.
2. All other terms shall remain the same.

SELLER: Rajeev Kumar Kaura

BUYER: AMCAL Multi-Housing Two LLC

Date:

Date:

By: x _____
Name Printed:

By: x _____
Name Printed:

Title:

Title:

BUYER: _____

SELLER: _____

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 10, 2017

SUBJECT: Medical Marijuana Tax Resolution

**REQUESTED
ACTION:**

Approve Resolution No (next in order) setting the tax rate and rate of interest charged upon any unpaid taxes to be imposed upon marijuana dispensaries pursuant to Sections 3.40.020(A) and 3.40.050(A) of Chapter 3.40 of Title 3 of the Perris Municipal Code.

CONTACT: Clara Miramontes, Director of Development Services *KV for*

BACKGROUND/DISCUSSION:

The Control, Regulate and Tax Adult Use of Marijuana Act (AUMA) was approved by California voters at the November 8, 2016, election. AUMA legalizes personal use and cultivation of marijuana, provides for (by 2018) nineteen different types of state licenses for commercial marijuana businesses, establishes a statewide marijuana regulatory system, and levies a 15% percent marijuana excise tax and a marijuana cultivation tax (on both nonmedical and medical). AUMA preempts local control over personal use, possession and cultivation of marijuana up to certain amounts (although cities may prohibit outdoor personal cultivation). However, AUMA also provides for local control, or complete prohibition, of nonmedical marijuana businesses through local ordinance or regulation.

In response to AUMA, at the June 14, 2016 meeting, the City Council voted to submit the voter initiative ballot Measures J and K. Both of these measures were also approved by the City's voters at the November 8, 2016, election. In brief, each measure provides as follows:

1. Measure K (codified under Chapter 5.54 of Title 5 of the Perris Municipal Code) permits and regulates medical marijuana dispensaries by adding regulations in certain commercial and industrial zones and permits the City Council to set fees to recover the City's costs in processing applications, administration and implementation of the regulatory program. Additionally the medical marijuana dispensary permit issued by the City pursuant to Measure K expires one year from the date of issuance and must be renewed on an annual basis.
2. Measure J (codified under Chapter 3.40 of Title 3 of the Perris Municipal Code) permits a maximum 10% tax on gross receipts on such dispensaries and permits the City Council to set the rate of interest to be charged on any unpaid taxes that are due pursuant to Measure

Therefore, the next step is to establish the fees, tax rate, and interest rate for unpaid taxes pursuant to Measures K & J.

Measure J – Setting a Tax Rate and Rate of interest

A review of revenue generated by various cities that tax medical marijuana has been conducted. (Refer to attached Exhibit 2). Based on a review of taxes imposed by other cities, staff is recommending that a taxation rate of 10% of gross revenues of marijuana dispensaries be levied. Additionally, staff recommends that the rate of interest charged for unpaid taxes due under Measure J be set at 10% per annum or any fraction thereof.

Measure K – Establishment of Permit Application Processing and Regulatory Permit Fees

Concurrently, Measure K permits the City Council to adopt a resolution establishing fees for application processing and the administration and implementation of the regulatory program that it establishes. Approval of these fees requires a public hearing. The permit fee resolution is on the public hearing portion of the January 10, 2016 agenda.

Staff Recommendation

Staff recommends that the City Council review the attached resolution that establishes a taxation rate of 10% on the gross receipts of marijuana dispensaries and a rate of interest of 10% per annum for any unpaid taxes due under Measure J.

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item has been budgeted in the 2016-2017 budget.

Prepared by: Clara Miramontes, Director of Development

City Attorney: Eric Dunn

Assistant Director of Finance: Jennifer Erwin *je*

7th Asst City Manager

Consent Agenda: *DM*
January 10, 2017

Attachments: Exhibit 1 - Resolution on Medical Marijuana Dispensary Tax
Exhibit 2 - Survey of Municipal Medical Marijuana Tax Rate and Revenue

RESOLUTION NUMBER (NEXT IN ORDER)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, SETTING THE TAX RATE AND RATE OF INTEREST CHARGED UPON ANY UNPAID TAXES OWED BY MARIJUANA DISPENSARIES PURSUANT TO SECTIONS 3.40.020(A) AND 3.40.050(A) OF CHAPTER 3.40 OF TITLE 3 OF THE PERRIS MUNICIPAL CODE

WHEREAS, a General Municipal Election was held in the City of Perris, California, on November 8, 2016, at which a ballot measure was submitted to the voters concerning the adoption of a proposed ordinance for the imposition of a maximum 10% tax upon the gross receipts of marijuana dispensaries and a maximum of \$25 per square foot tax upon marijuana cultivation, which is codified under Chapter 3.40 of Title 3 of the Perris Municipal Code (“Measure J”);

WHEREAS, Measure J was approved by the voters;

WHEREAS, Sections 3.40.020(A) and 3.40.030(B) of the Perris Municipal Code permit the City Council to set by resolution the rate at which the gross receipts of marijuana dispensaries are to be taxed provided that such rate shall not exceed the rate of \$0.10 for each \$1.00 of proceeds or fractional part thereof;

WHEREAS, Section 3.40.050(A) of the Perris Municipal Code permits the City Council to set, by resolution, the rate of interest on any unpaid taxes due under Measure J;

WHEREAS, the City Council now desires to set the rate at which the gross receipts of marijuana dispensaries are to be taxed pursuant to Section 3.40.020(A) of the Perris Municipal Code and set the rate of interest on any unpaid taxes due under Measure J pursuant to Section 3.40.050(A) of the Perris Municipal Code

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. That, pursuant to Sections 3.40.020(A) and 3.40.030(B) of the Perris Municipal Code, the City Council hereby establishes the tax rate imposed upon the gross receipts of marijuana dispensaries at \$0.10 for each \$1.00 of proceeds or fractional part thereof.

Section 3. That, pursuant to Section 3.40.050(A) of the Perris Municipal Code, the rate of interest on any amount of unpaid taxes due pursuant to Measure J shall be 10% per annum or fractional part thereof.

EXHIBIT 1

Section 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Perris, California, at a regular meeting held on the 10th day of January, 2017.

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT 2

SURVEY OF MUNICIPAL MEDICAL MARIJUANA DISPENSARY TAX RATES

| REGULATION | Palm Springs | Cathedral City | Desert Hot Springs | Santa Ana |
|---|---------------------------------|---|---------------------------|---------------------|
| When Laws Enacted | 2008 | 2014 | 2014 | 2014 |
| Number of Legal Dispensaries | 6 | 3 | 3 | 20 |
| Issuance of Dispensary Permits | City Council Ranking | Lottery | Priority Point System | Lottery |
| Permitted Zones for Dispensaries | Industrial / Limited Commercial | Limited Industrial / Limited Commercial | Commercial | Industrial |
| Permit(s) | Regulatory Permit | CUP | Regulatory Permit and CUP | Regulatory Permit |
| Current Tax Rate on Dispensaries | 10% gross receipts | 10% gross receipts | 10% gross receipts | 5% gross receipts |
| Annual Tax Revenue | approx. \$1,000,000 | unavailable | approx. \$200,000 | approx. \$1,500,000 |

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: January 10, 2017

SUBJECT: **Final Parcel Maps 36512 (FPM 16-05173) & 36582 (FPM 16-05172)** to consolidate lots and vacate streets to create two parcels for Final Parcel Map 36512 and three parcels for Final Parcel Map 36582 to allow two proposed industrial buildings totaling 1,455,781 square feet to sit on their own parcels along with two commercial parcels fronting Ramona Expressway and a remainder parcel for the future Mid County project located north of Ramona Expressway between the I-215 Freeway and Webster Avenue. **Applicant:** Gary Hamro, Optimus Building Corporation

REQUESTED ACTION: **Approve Final Parcel Maps 36512 and 36582**

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

On January 12, 2016 the City Council approved Final Parcel Maps 36512 and 36582 to consolidate lots and vacate streets to create two parcels for Final Parcel Map 36512 and three parcels for Final Parcel Map 36582 to allow two industrial buildings totaling 1,455,781 square feet to sit on their own parcels along with two commercial parcels fronting Ramona Expressway and a remainder parcel for the future Mid County project located north of Ramona Expressway between the I-215 Freeway and Webster Avenue.

The Final Map has been reviewed by the City Engineer's office and is consistent with the tentative Parcel Map approved by the City Council on January 12, 2016. The newly created parcels for the industrial buildings will have shared access from Patterson Avenue that is protected through a reciprocal access agreement. However, site parking, water quality requirements, landscaping and other maintenance responsibilities will be distinct to each parcel. Regarding, street vacation of existing improved Patterson Avenue that runs diagonally across the project site it will be vacated with the Final Maps, but will be available for public use until construction starts via a Grant of Temporary Easement for roadway purposes.

The City Engineer has indicated that the recordation of the Final Parcel Maps are for financing purposes only therefore no improvements other than right-of-way dedication and monumentation are scheduled at this time. A cash deposit has been made in lieu of posting monumentation bonds. The applicant has complied with all pertinent Conditions of Approval of Parcel Maps 36512 and 36582 to approve the Final Parcel Maps.

BUDGET (or FISCAL) IMPACT: Cost for processing of these applications has already been paid for by the applicant.

Prepared by: Kenneth Phung, Project Planner

City Attorney: Eric Dunn

Interim Assistant City Manager: Darren Madkin 

Asst. Director of Finance: 

Attachments:

1. Conditions of Approval (Planning, Engineering & Public Works)
2. Final Parcel Map Exhibits
3. Resolution Number 4958 – Street Vacation 13-05-0018
4. Quitclaim Deed of Patterson Avenue for FPM 36512
5. Quitclaim Deed of Patterson Avenue for FPM 36582
6. Grant of Temporary Easement of Public Street

Consent: **January 10, 2017**

**CITY OF PERRIS
DEPARTMENT OF DEVELOPMENT SERVICES
PLANNING DIVISION**

CONDITIONS OF APPROVAL

Environmental Impact Report (SCH No. 2012111003)

Development Plan Review 12-10-0005

Specific Plan Amendment 12-10-0006

Street Vacation 13-05-0018

Tentative Parcel Map 36512 (13-05-0017)

Tentative Parcel Map 36582 (13-05-0016)

City Council: January 12, 2016

Project: Optimus Logistics Center 1. Proposal to amend the land use designation of approximately 68.99 acres from Commercial (C) and Business Professional Office (BPO) to Light Industrial (LI) to construct two high-cube warehouse buildings totaling 1,455,781 square feet, with another 10.76 acres left undeveloped for a future commercial development fronting Ramona Expressway and 9.6 acres set aside for the future Ramona Expressway on-ramp at the I-215 Freeway. The project also includes Development Plan Review 12-10-0005, Tentative Parcel Maps 36512 and 36582 to allow the industrial development to sit on its own parcels and Street Vacation 13-05-0018 to eliminate unimproved streets within the site and improved Patterson Avenue from unimproved Perry Street to Ramona Expressway. **Applicant:** Mike Naggar, Mike Naggar & Associates

GENERAL CONDITIONS:

1. **Environmental Impact Report Mitigation Monitoring Program.** The project shall fully comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) of the certified Environmental Impact Report (SCH #2012111003). The Mitigation Monitoring and Reporting Program (MMRP) Checklist is attached to reduce potential impacts to aesthetics, air quality, biological resources, cultural resources, geology, greenhouse gases, hazards, hydrology and water quality, noise and traffic. The MMRP shall be implemented in accordance with the timeline, reporting and monitoring intervals listed.
2. **Specific Plan Compliance.** The project shall conform to the General Industrial (LI) zone standards of the Perris Valley Commerce Center Specific Plan (PVCCSP).
3. **Future Obligation of Buyers and Lessees.** All future buyers and lessees shall be informed of their obligation to comply with these Conditions of Approval. The applicant shall provide a copy of these conditions and inform the buyer or lessee of their obligation to maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
4. **Phasing.** Any phasing plan shall be reviewed and approved by the Development Services Department and the City Engineer.
5. **Expansion of Use.** No expansion of the site or the use shall occur without subsequent reviews and approvals from the Planning Division.

6. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the set of plans approved by the Planning Commission on May 6, 2015, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
7. **Approval Period for Development Plan Review 12-10-0005.** In accordance with P.M.C. Section 19.50.080, Expiration and Extension of Time, this approval shall expire three (3) years from the date of Planning Commission approval. Within three years, the applicant shall demonstrate the beginning of substantial construction as contemplated by this approval, which shall thereafter be diligently pursued to completion, or substantial utilization. A maximum of three (3) one-year extensions may be requested. A written request for extension shall be submitted to the Planning Division at least ten (10) days prior to the initial (and any subsequent extension) expiration of the Development Plan Review.
8. **Approval Period for Tentative Parcel Maps 36512 & 36582.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the Planning Commission approval, unless an automatic extension is granted by the State of California. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for an extension shall be submitted to the Planning Division at least thirty (30) days prior to the initial (and subsequent extensions) expiration of Tentative Parcel Map approval.
9. **Building Official/Fire Marshal.** The project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Fire Marshal, and a fire access and fire underground plan shall be submitted for approval prior to submittal of construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (as applicable) shall be shown on the final set of construction plans.
10. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
11. **City Engineer.** The project shall adhere to the requirements of the City Engineer as indicated in the attached Engineering Conditions of Approval dated **April 15, 2015**. On and off-site improvement plans shall be submitted for review and approval by the City Engineer.
12. **Public Works/Special District.** The project shall adhere to the requirements of the Public Works/Special District Division as indicated in the attached Conditions of Approval dated **June 17, 2014**.
13. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to

- attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City concerning Environmental Impact Report (EIR – State Clearinghouse # 2012111003); Development Plan Review 12-10-0005 (DPR), Specific Plan Amendment 12-10-0006 (SPA), Street Vacation 13-05-0018 (ST VAC), Tentative Parcel Map 36512/#13-05-0017 (TPM) and Tentative Parcel Map 36582/#13-05-0016 (TPM). The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought, and shall further cooperate fully in the defense of the action.
14. **Southern California Edison (SCE).** The developer/owner shall contact the Southern California Edison for Savings by Design information (909 357-6509) and the SCE area service planner (951 928-8323) to explore energy conservation benefit options and to complete the required forms prior to commencement of construction. No grading permits shall be issued until a letter from SCE is received by the City Engineer indicating electrical service will be placed underground.
 15. **Waste Hauling and Disposal.** The project shall use only the City-approved waste hauler for all construction and other waste disposal.
 16. **Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.42 regarding Property Maintenance. The site shall be maintained graffiti-free state at all times. Any graffiti located on the site shall be removed within 48 hours.
 17. **On-site & Off-site Utilities.** All utilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
 18. **Roof Parapets.** The height of the roof parapet shall fully screen any roof-mounted equipment. All vent pipes and similar devices shall be painted to match the building.
 19. **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right of way or the I-215 Freeway. Interior downspouts are required for these elevations.
 20. **Fish and Game Fee.** Within three (3) days of City Council approval, the applicant shall submit a check to the City Planning Division, payable to "Riverside County Clerk-Recorder", in the amount of \$3,120 for payment of State Fish and Game fees and the County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
 21. **Signage.** The project approval does not include signage. All monument signage is required to include the Perris Valley Commerce Center logo (per PVCCSP Chapter 4.2.5). Any proposed wall or monument sign will require a sign application and shall be reviewed and approved by the Planning Division prior of building permit issuance.
 22. **Preliminary Water Quality Management Plan (PWQMP).** A Preliminary WQMP was

prepared for the proposed project site. All PWQMPs were determined to be in substantial compliance, in concept, with the Riverside County WQMP Manual requirements. Additional Engineering Department review is required to determine if the proposed retention basin is adequately sized to meet the minimum 100 year storm event volumes. The following two conditions apply:

- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a Final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the Retention Basin. The Public Work Department shall review and approve the Final WQMP text, plans and details.
23. **Construction Practices.** To reduce potential traffic, noise, and air quality impacts, the mitigation measures listed in the EIR Mitigation Monitoring and Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.
24. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
25. **Employee Amenity Area.** The applicant shall provide the following amenities per the plans dated May 6, 2015: 1) An outdoor shade-covered break area with overhead shade trellis at the main office entrance for each facility; 2) An outdoor basketball half-court for each facility; 4) An indoor lunch and break room totaling approximately 5,000 square feet for Building 1 and 2,500 square feet for Building 2.
26. **Trash Enclosures.** Trash enclosures are required to be screened with landscaping and a trellis cover.
27. **Green Building.** The project shall be constructed to demonstrate that it can qualify for Bronze LEED Building status prior to issuance of occupancy permits. At a minimum the following will be provided in accordance with the Mitigation Monitoring Program Section 4.
- a. GHG 4.7A All project building shall be designed to exceed current Title 24 requirements by 20 percent.
 - b. GHG 4.7B The project shall incorporate a water conservation strategy of 30 percent or higher.
 - c. GHG 4.7C The project shall improve the pedestrian network and provide traffic calming measure.

PRIOR TO THE ISSUANCE OF GRADING PERMITS:

- ~~28. **Revised Plans.** A revised site plan and building elevations to eliminate Building 2 and revised Building 1 shall be submitted for Administrative Design Review by staff.~~
29. **Precise Grading Plans.** Precise grading plans shall be submitted to the City for review and approval. Grading plans shall be consistent with approved development plans.
30. **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.
31. **Construction Staging Areas.** Prior to the issuance of grading permits, the project applicant shall provide evidence to the City that construction staging areas are located at least 446-feet away from the closest residential property along Webster Avenue in accordance with Section 4 of the MMRP. In addition, any temporary night time lighting installed for security purposes shall be downward facing and hooded or shielded to prevent security light spillage outside of the staging area or direct broadcast of security light into the sky.
32. **Final Water Quality Management Plan (FWQMP).** **Final Water Quality Management Plan (FWQMP).** To mitigate impacts related to pollutant loading to receiving waters and/or increased erosion/siltation resulting from the long-term operation of the project, the applicant shall develop, receive approval from the City, and implement a FWQMP. The FWQMP shall contain measures that will effectively treat all pollutants of concern and hydrologic conditions of concern, consistent with the Preliminary WQMP and developed in compliance with the MS4 permit. The FWQMP shall specifically identify pollution prevention, source control, treatment control measures, and other Best Management Practices (BMPs) that shall be used on site to control predictable pollutant runoff to reduce impacts to water quality to the maximum extent practicable. The FWQMP shall substantially comply with site design, source control and treatment control BMPs proposed in the approved Preliminary Water Quality Management Plan (PWQMP).

TPM 36512 & TPM 36582 - FINAL MAP RECORDATION

33. **Application.** The Final Map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval, concurrently with the application to the City Engineer. The Final Map application shall include all necessary road dedications, appropriate easements and street vacations.
34. **Map Recordation.** Prior to recordation of the Final Map, the developer shall obtain the following clearances, approvals or actions:
- a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code.
 - b. The landowner shall convey an avigation easement to the March Inland Port Airport Authority. Contact the March Joint Powers Authority at (951) 656-7000).
 - c. Any other required approval from an outside agency.

PRIOR TO THE ISSUANCE OF BUILDING PERMITS:

35. **Final Parcel Map Submittal.** Prior to the issuance of the first building permit, the respective underlying Tentative Parcel Maps shall be submitted for Final Map approval and be recorded with the County of Riverside, with proof of recording provided to the City Planning Division and Engineering Division. The Final Map shall conform substantially to the project alternatives (i.e. Tentative Map/Site Plan) identified in the EIR.
36. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval accompanied by the appropriate filing fee. The plans shall be prepared by a California-registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The following treatments, consistent with the conceptual landscape plan or as conditioned herein, are required:
- a. **Project Boundary.** Mature trees (24" to 36" box) shall be planted along the project boundary. Where tubular steel fencing is used, solid landscape screening is required in addition to mature trees.
 - b. **Water Quality Basins and Large Swales.** Tiered landscaping with mature trees (24" to 36" box) shall be planted in these areas, including berms.
 - c. **Accent Landscaping.** Large trees (24" to 36" box) shall be included in the landscape design at all driveway entrances to the project site
 - d. **Parking Areas.** A minimum of 30 percent of trees shall be 36 inch box or larger. Also, a minimum of one 24-inch box tree per 6 parking stalls shall be provided.
 - e. **Street Trees.** All street trees within the public right of way on Webster Avenue and Patterson Avenue shall be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway.
 - f. **Landscape Berms.** Screen walls along I-215 Freeway, Ramona Expressway and Webster Avenue frontage shall include a minimum 6-foot high 2:1 sloped landscape berm to visually reduce the screen wall height to eight feet or less.
 - g. **Enhanced Pavement.** Decorative pavement treatments (accent colors, textures, and patterns) should be used for driveway entrances and pedestrian pathways.
 - h. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation.
 - i. **Water Conservation.** Rain sensing override devices and soil moisture sensors shall be required on all irrigation systems. Landscaping shall comply with Zoning Code Chapter 19.70 (www.cityofperris.org) for mandated water conservation.
 - j. **Maintenance.** Required landscaping shall be maintained in a viable growth condition.
 - k. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after installation of all landscaping and irrigation system is completely operational. Before calling for a final inspection, the City's "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and submitted to the project planner.

The project planner shall sign off the "Certificate of Compliance" to signify code compliance and acceptance.

37. **Screen Walls and Fencing.** Decorative screen walls shall screen views into truck courts from the I-215 and the public right-of-way (Ramona Expressway, Webster Avenue and Patterson Avenue) and adjacent uses. Plans and details for the screen walls shall be included in the landscape plan check submittal package for review and approval by the Planning Division. The following shall apply:
 - a. **Decorative Screen Walls.** Decorative screen walls along the I-215 Freeway, Ramona Expressway, Webster Avenue and Patterson Avenue shall be 14 feet in height with landscaped berm, incorporate pilasters every 100 linear feet and include a decorative cap, subject to the review and approval of the Planning Division.
 - b. **Interior Walls.** A 14-foot tall screen wall shall return from the front right-of-way to the interior property boundary a minimum of 150 feet, and then may step down to minimum 8-foot high tubular steel fencing. A 10-foot tall decorative block wall shall be required between Buildings 1 and 2 from the commercial frontage property to the secondary entrance gate.
 - c. **Gates.** Any tubular steel gates in public view shall have high quality view-obscuring material, subject to Planning review and approval.
 - d. **Graffiti.** All block/tilt-up walls shall be treated with a graffiti-resistant coat.
 - e. **Knox boxes** are required for all gates, and shall be approved by the Fire Marshal and issued by the Building Division.

38. **Site Lighting Plan.** A site lighting plan shall be approved that complies with the City's Outdoor Lighting Regulations and Mount Palomar Observatory's Dark Sky Ordinance. The lighting plan shall include photometrics, fixture details and light standard elevations. High efficiency fixtures with full-cut off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. At least one foot-candle of light shall be provided in all parking lot and pedestrian areas for safety and security.

39. **March Air Reserve Base.** As required by the Perris Valley Commerce Center Specific Plan, the following measures shall be implemented to address the project's location within Airport Influence Area II:
 - a. Prior to issuance of building permits, the landowner shall have conveyed an aviation easement to the March Inland Port Airport Authority.
 - b. Any outdoor lighting installed shall be shielded to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 - c. The following uses shall be prohibited:
 - i) Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - ii) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft

engaged in a straight final approach towards a landing at an airport.

iii) Any use which would generate excessive smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, artificial marshes, wastewater management facilities, composting operations, trash transfer stations that are open on one or more sides, recycling centers contain putrescible wastes, construction and demolition debris facilities, fly ash disposal and incinerators.)

iv) Any use that would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

d. A "Notice of Airport in the Vicinity" shall be provided to all potential purchasers and tenants.

~~e. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.~~

f. Any new retention basins shall be designed so as to provide for a maximum 48 hour detention period following the conclusion of a rainfall event.

g. A minimum of 45 days prior to submittal of an application for a building permit for the project, the project applicant shall consult with the City of Perris Planning Division to determine whether any implementing project-related vertical structures or construction equipment would encroach into the 100-to-1 imaginary surface surrounding the MARB. If so, the implementing development project applicant shall file a FAA Form 7460-1, Notice of Proposed Construction or Alteration.

~~40. **March Air Reserve Base.** As required by the Perris Valley Commerce Center Specific Plan, the following measures shall be implemented to address the project's location within Airport Influence Area II:~~

41. **Construction Plans.** All Planning Division, Public Works/Special District Department and Engineering Department Conditions of Approval, proposed employee amenities, LEED requirements that are included with the EIR Mitigation Monitoring and Reporting Plan, and the Mitigation Monitoring Plan itself shall be reproduced in full on construction drawings and grading plans, immediately following the cover sheet of such plans. Each Condition shall be annotated on the construction plans for ease of reference (i.e., sheet and detail numbers).

42. **Fees.** The developer shall pay the following fees according to the timeline noted:

Prior to the issuance of building permits, the applicant shall pay:

- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
- b. Multiple Species Habitat Conservation Plan fees currently in effect;
- c. Current statutory school fees to all appropriate school districts;
- d. Any outstanding liens and development processing fees owed to the City;

Prior to issuance of the Certificate of Occupancy, the applicant shall pay:

- e. Appropriate City Development Impact Fees in effect at the time of

- development; and
 - f. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development, or
 - g. Appropriate Road and Bridge Benefit District fees.
43. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
- f. Landscape Maintenance District No. 1;
 - g. Flood Control Maintenance District No. 1;
 - h. Maintenance District No. 84-1;
 - i. North Perris Road and Bridge Benefit District; and
 - j. Future Fire Protection Community Facilities District.

PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS:

44. **Bicycle Lanes.** Appropriate Striping for Class II Bicycle Lanes shall be provided on Webster Avenue and Patterson Avenue according to the Trails Master Plan subject to the approval of the Planning Division and the City Engineer's office.
45. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.
46. **Occupancy Clearance.** The applicant shall have all required paving, parking, screen walls, colors and materials (per approved elevation plans), site lighting, landscaping and automatic irrigation installed and in good condition.
47. **Shared Access and / or Parking Agreement.** A shared access, drainage easement and reciprocal parking agreement is required. All owners shall sign and be party to the agreement, subject to the City's approval and recorded to run with the land, which provides for easements, covenants and conditions relating to applicable vehicle access, utility use, and other uses between the subject properties. The agreement, together with all attachments, must be submitted to and approved by the Development Services Department and the City Attorney's Office prior to approval of the Final Map or Certificate of Occupancy as applicable.



CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1226

April 15, 2015, *Revised Council Meeting January 12, 2016*

SP Amendment 12-10-0006, DPR 12-10-0005 & PM 36512 & 36582

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedication in accordance with the City of Perris Municipal Code Title 18 and the conditions of approval. It is understood that the site plan and the map correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below and Planning Department and RCFC, and the traffic report the most stringent in the opinion of City shall prevail.

General Comments (All Alternatives)

1. This project is located within the limits of the Perris Valley area drainage plan for which drainage fees have been adopted. Drainage fees shall be paid to the City of Perris prior to issuance of a permit. Fees are subject to change and shall be in the amount adopted at the time of issuance of the permit.
2. The project's grading shall be in a manner to perpetuate existing drainage patterns, any deviation from this, concentration or increase in runoff must have approval of adjacent property owners. Drainage easements shall be obtained from effected property owners or if within this site,

DEPARTMENT OF ENGINEERING
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200
TEL.: (951) 943-6504 - FAX: (951) 943-8416

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shall be shown on the final map. The applicant shall accept the offsite runoff and convey to acceptable outlet.

3. The incremental increase in runoff between developed and undeveloped state (100-year) and the nuisance runoff shall be retained within onsite private detention basin(s) and discharged to adequate outlet as approved by City and pursuant to Riverside County Flood Control standards.
4. Onsite landscape area(s) shall be designed in a manner to collect the onsite nuisance runoff in compliance with WQMP Standards.
5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all onsite landscaping. The proposed offsite landscaping and the offsite streetlights and portions of existing and new signals including Harley Knox Boulevard intersections with Patterson & Western Way, and Ramona Expressway intersections with Patterson and Webster shall be maintained by City and cost paid for by the property owners through annexation to lighting and landscaping districts. In the event RCFC does not maintain the proposed on and off-site drainage facilities, it shall be annexed to Flood control District for maintenance. Drainage credit for Master Planned Facilities shall be provided subject to established rules and regulations.
6. Existing power poles with cables 65 KV and under along projects frontage shall be removed and cables undergrounded. Poles with cables over 65 kv shall be relocated as necessary.
7. Streetlights shall be installed along Ramona Expressway, Webster and Patterson Avenue adjacent to the site as approved by City Engineer per Riverside County and Southern California Edison standards.
8. This project is located within EMWD's water and sewer service area. The applicant shall install water and sewer facilities as required by EMWD and Fire Department.
9. The applicant shall submit to City Engineer the following for his review:
 - a. Street Improvement Plans
 - b. Signing, Striping, and Signal Plans
 - c. Onsite Grading Plans, SWPPP, and Erosion Control Plan

- d. Water and Sewer Plans
- e. Drainage Plans, Hydrology and Hydraulic Reports
- f. Streetlight Plan
- g. Final WQMP

The project's design shall be in compliance with EMWD, Riverside County Flood Control and Riverside County Standards and coordinated with approved plans for adjacent developments.

- 10. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade.
- 11. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans. Catch basins shall be installed at all existing and new intersections and driveways to eliminate nuisance runoff.
- 12. Unless otherwise indicated by Planning conditions, 6' wide concrete sidewalk adjacent to the site along all streets including handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA standards. All driveway approaches shall be constructed per Riverside County standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements.
- 13. All onsite drainage runoff shall be collected via onsite underground facilities and connected to onsite basin(s) and conveyed to Line "E". Construction of minimum 18" RCP and catch basins at intersections of Patterson Avenue with Ramona Expressway and Webster with Ramona Expressway and all new driveways shall be required to eliminate nuisance runoff from the gutter.
- 14. This and other similar projects will significantly impact the transportation infrastructure within the City of Perris and adjacent communities. For this reason, the following transportation related improvements are required to mitigate the initial and the ongoing impact to the transportation facilities. This project shall join the City of Perris RBBB.
- 15. Prior to issuance of occupancy permit, the applicant shall pay the City \$500,000 for their contribution towards implementation of interim and ultimate improvements to I-215/Ramona Expressway, Placentia/I-215 interchange, and

other improvements. This one time contribution is above and beyond RBBB and other City fees and is not reimbursable.

16. Reference is made to drainage report dated March 12, 2014 prepared by HLC Civil Engineering and RCFC letter dated August 8, 2014. All improvements as indicated in the report and required per RCFC letter and those stated in these conditions must be completed. The on and offsite drainage improvements shall be reviewed and approved by RCFC and City of Perris.

Figure 3 of the drainage report indicate termination of Line "E" at upstream end of facilities proposed by PM 36010. The developer shall provide additional study to evaluate the impact of this development to Ramona Expressway easterly of Line "E" terminus as proposed by PM 36010. If Ramona Expressway flooding downstream of PM 36010 is increased, additional improvements such as concrete channel extension to Perris Boulevard shall be required.

17. Traffic index of 10 shall be used for Patterson and 9.0 for Webster, and 11.0 for Ramona Expressway and Harley Knox.
18. Right-of-way acquisition. All right-of-way property area necessary for construction of the street and traffic improvements including any utility and construction easements, not under Applicant's ownership shall be acquired by the Applicant, at Applicant's sole cost. If Applicant is unsuccessful in negotiating any right-of-way acquisition with third party owners after a 30 day period, then City shall conduct the necessary analysis to determine in its sole discretion whether to attempt to acquire the right-of-way by exercise of its power of eminent domain; provided, however, that nothing herein shall be deemed a prejudgment or commitment with respect to condemnation.
19. Reimbursement of costs. (1) Applicant and City shall cooperate to ensure that Applicant receives, to the greatest extent practicable, reimbursement for all of Applicant's eligible costs of constructing all of the street and traffic improvements. (2) Reimbursement agreement or some similar agreement between Applicant and the City and/or establishment of a RBBB, community facilities district or other assessment district that will fund the costs of such construction. Applicant acknowledges that its project is already part of the RBBB. (3) Notwithstanding the forgoing, City shall have no obligation to reimburse or credit Applicant from any source of City funding

other than under the local Development Impact Fee program as adopted by the City and/or as described under the RBBB. (4) Other sources of reimbursement may include future developers who benefit from the improvements constructed by the Applicant, and/or participants in a community facilities or assessment district created to fund such improvements and other improvements in the vicinity of Applicant's project.

Payment of RBBB fees prior to issuance of Building Permit shall satisfy all conditions regarding improvements to I-215/Harley Knox Interchange.

20. New traffic signals shall be installed at intersection of Harley Knox Boulevard with Western Way including street widening pursuant to traffic report Exhibit 63a.
21. RTA stops and shelters shall be installed along Patterson, Webster and Ramona Expressway as determined by the City Engineer and RTA.
22. Prior to issuance of any permit, the parcel map shall be filed and recorded. The recordation of parcel map is for financing purposes only and no improvements other than rights-of-way dedication and monumentation will be required.
23. Vacation of onsite street(s) shall be concurrent with map recordation subject to utility clearance.
24. All improvements within Caltrans rights-of-way require permit.
25. Access to Patterson and Webster shall be limited to those shown on various alternatives. Access to Ramona Expressway shall be restricted and shown on the final map. Access to the commercial lots will be reviewed and approved as needed upon submittal of development applications.
26. **Specific Conditions for Alternative 2 (City Preferred)**
 - a. Patterson Avenue from Ramona Expressway to northerly property line shall be improved along both sides with curb and gutter located 28' from centerline within 78' dedicated right-of-way.

Patterson Avenue from this point to intersection with Harley Knox shall be improved with minimum of 42' new pavement. Additional improvements at intersection of Patterson Avenue with Markham, and Ramona Expressway shall be required

per Exhibit 65b including a traffic signal at Patterson and Ramona Expressway.

- b. Ramona Expressway from Webster Avenue to interchange along the north side shall be widened to provide for 3 westbound and one dedicated right turn lane @ I-215 northbound on ramp including 14' wide hardscape/landscape median within minimum of 92' half-width dedicated right-of-way. Additional improvements at intersection of Webster Avenue and Patterson (Nevada) per Exhibit 65a of traffic report.

Improvements to Ramona Expressway (condition 26b) may be deferred until development of commercial properties.

- c. Webster Avenue from Ramona Expressway north to project northerly boundary shall be improved along the west side with curb/gutter located 32' west of centerline, 30' new paving within 47' half-width dedicated right-of-way.

Webster Avenue from this intersection north to Markham Street shall be improved with minimum of 30' new paving. If the existing pavement is adequate at the start of this project, the City Engineer may consider 2" grind/overlay in lieu of new pavement.

Additional improvements at intersection of Webster with Ramona Expressway and Markham shall be required per Exhibit 65b of traffic report.

- d. The improvements at I-215 and Harley Knox Boulevard shall be pursuant to Exhibit 65a of the traffic report.
- e. Traffic signal and other improvements at intersection of Harley Knox Boulevard with Western Way and Patterson Avenue with Ramona Expressway pursuant to traffic report Exhibit 65a.

27. Specific Conditions for Alternative 3

- a. Offsite improvements pursuant to Conditions 26a-e as specified above and as modified pursuant per Exhibits 66a and b of traffic report.

28. Specific Conditions for Proposed Project

- a. Patterson Avenue condition 26a as stated above is revised as follows:

Patterson Avenue may be terminated at northerly project boundary to provide for a cul-de-sac adequate for truck turn around and one driveway to access the proposed site. Patterson Avenue from the northerly property line to Harley Knox Boulevard Shall be improved as noted in condition 26a above.

- b. Comply with conditions 26a - e as stated above and as modified pursuant to Exhibits 63a & b.
- c. Construction of traffic signal at Ramona Expressway and Patterson shall be deferred until development of the commercial projects.

Habib Motlagh
City Engineer



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Engineering Administration

· NPDES ·

Special Districts (Lighting, Landscape, Flood Control)

MEMORANDUM

Date: June 17, 2014

To: Kenneth Phung, Project Planner

From: Michael Morales, CIP Manager 

Subject: DPR 12-10-0005 –SRC Comments

Proposal to construct a new high-cube warehouse development consisting of two buildings totaling 1,463,887 square feet on 68.48 acres located within the Perris Valley Commerce Center (PVCC) Specific Plan. North of Ramona Expressway between the I-215 Freeway and Webster Avenue.

The application for the proposed submittal noted above has been deemed incomplete. Prior to further review, please inform the applicant to submit the following additional materials:

1. The conceptual landscape plan submitted does not contain all of the elements required for review. Applicant shall submit a separate Conceptual Landscape Plan for review and approval at this time for all perimeter hardscape and landscape, parkways, and street medians located within the City right-of-way and/or required easement areas. This Conceptual landscape plan shall be titled "LMD Conceptual Off-site Landscape Plan DPR 12-10-0005," and shall be mutually exclusive of any private property, on-site landscaping. Elements of this Conceptual Landscape Plan shall include but not be limited to:

-Limits of right-of-way areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District

-Limits of landscape easement areas, defined by concrete mow curb fully dimensioned, that are to be annexed into the Landscape Maintenance District

-Location of separate water and electrical utility meters intended to serve landscape maintenance district areas exclusively

-A planting palette and hardscape plan intended to meet the design intent of the **Perris Valley Commerce Center Specific Plan** for and/or Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division. Incorporate the following design elements from the Perris Valley Commerce Center Specific Plan:

- a. Ramona Expressway Raised Landscape Median- See attached Tree, shrub, and ground cover planting, and raised landscape median planting conceptual design for cobble and artificial turf locations.
- b. Webster Secondary Arterial-Refer to Specific Plan planting list and conceptual designs for striped median
- c. Patterson and Frontage Road Collector- Refer to Specific Plan planting list and conceptual designs for parkway

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(Conceptual Landscape Plan Requirements Continued)

-A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, a wi-fi central control irrigation controller (Calsense or equal), Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal).

-Any Monument signage at prominent locations within maintenance district areas shall be pre-cast concrete, with no individual affixed metal letters. The monument signage shall be submitted for review and approval by the Special Districts Division, and compliment the design elements of the City of Perris Community Marker/Identification Program. See attached location for Community Entry Monument Signage and conceptual design.

-Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain

-The landscape architect is to coordinate with EMWD to verify if the site will be served with recycled water. Indicate type of water on Conceptual Landscape Plan, and provide additional irrigation components as needed.

-If a raised landscaped median on Ramona Expressway is required additional comments will follow

2. Each District is required to be metered separately. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting, on respective plans. Coordinate location of meters on conceptual landscape and civil engineering plan. Electrical meter pedestals are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections.
3. The off-site irrigation controller, electrical meter, and water meter are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on all sides with (5) gallon plant material.
4. Applicant shall submit a Preliminary WQMP Plan, prior to approval detailing the on-site and off-site Flood Control Facilities, LID and Treatment Control Best Management Practices. The PWQMP shall include
 - Limits of right-of-way areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Flood Control or Landscape Maintenance District
 - Location of separate water and electrical utility meters intended to serve flood control landscape maintenance district areas exclusively
 - A planting palette and hardscape plan for access ramps and other hardscape improvements intended to meet the guidelines of water quality and maintenance concerns as determined by the Engineering Administration and Special Districts Division
 - Conceptual details for treatment control facilities that meet the Riverside County WQMP Design

Guidelines shall be included. These guidelines, as well as guidelines for flood control facilities may be supplemented by additional requirements by the Special Districts Department to reduce long term maintenance costs and longevity of improvements. At a minimum concrete check dams shall be used for multi-stage detention basin and infiltration basin facilities separating forebay from second stage treatment area. Concrete v-ditch shall be used for nuisance flows connecting inlet to outlet structures. Connector pipe screens shall be included in catch basin to reduce sediment and trash loading within storm pipe.

5. Prior to final map approval Applicant shall submit final civil engineering and traffic signal Plans to City Engineer for review. Plans shall incorporate Special District design criteria including LED Safety Lighting, back-up battery systems, traffic detection camera system, and cabinet lighting complete with decorative street name signage (see attached example).
6. The features of the Regional Trail located north of Ramona Expressway shall meet the design intent of the City of Perris Master Trail Plan, and incorporate Perris Live Well Master Trail Plan Signage and equipment features.
7. Bus Stops required at Mass Transit Route Locations shall meet the type, style, color and durability requirements attached hereto.
8. Assessment Districts. Prior to final map recordation, the developer shall annex into the following maintenance and assessment district, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer:
 - a. Flood Control Maintenance District
 - b. Landscape Maintenance District
 - c. Lighting District 84-1

Prior to Permit issuance developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office.

1. Document, for each district, indicating intent and understanding of annexation, to be notarized by property owner(s)
 - Consent and Waiver for Maintenance District No. 84-1
 - Consent and Waiver for Landscape Maintenance District No. 1
 - Petition for Flood Control Maintenance District No. 1

Original notarized document(s) to be sent to:
Roxanne Shepherd
Shepherd & Staats Incorporated
2370 Edgehill Road
Vista, CA 92084
(760) 639-0124

Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet the following milestones for annexations as follows:

1. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 2. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
 3. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
 4. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
 5. Confirmation by the City Council completes the annexation process and the condition of approval has been met.
9. Additional comments may follow based on submittal of additional materials noted above

PARCEL MAP NO. 36512

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

FILED THIS _____ DAY OF _____ 20__ AT _____ IN BOOK _____ OF
PARCEL MAPS AT PAGE _____ AT THE REQUEST OF THE CITY OF PERRIS

NO. _____
FEE _____
BY: PETER AIDANA, ASSESSOR - COUNTY CLERK - RECORDER
DEPUTY _____

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY NO. 81836-081

BEING A SUBDIVISION OF LOTS 19 AND 18 OF PERRETS SUBDIVISION, FILED IN BOOK 7, PAGE 45 OF MAPS, LOT 7 AND 8 IN BLOCK 7 OF VAL VERDE TRACT
FILED IN BOOK 7, PAGE 45, OF RECORDS OF RIVERSIDE COUNTY, AND THAT PORTION OF SAID LOT 7 DESCRIBED IN REEDED RECORDS,
RECORDED IN BOOK 61, PAGE 85, OF PARCEL MAPS, AND THAT PORTION OF SAID LOT 7 DESCRIBED IN REEDED RECORDS,
RECORDED IN BOOK 61, PAGE 85, OF RECORDS OF RIVERSIDE COUNTY.

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE
SUBDIVISION SHOWN HEREON THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS
NECESSARY TO THE EXECUTION OF THIS INSTRUMENT AND THAT WE ARE THE
RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE FOREGOING PARC
WE HEREBY DEDICATE TO PUBLIC USE FOR PUBLIC ROADWAY AND UTILITY PURPOSES LOT "A",
LOT "C", (THIRTEEN AVENUE) AND LOT "B" (RAMONA EXPRESSWAY).
AS A CONDITION OF DEDICATION OF LOT "B" (RAMONA EXPRESSWAY), THE OWNERS OF
PARCELS 7 WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL
TERMINATE THE CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

GATLE POPE MORRISON TRUST, DATED JUNE 8, 2012, AS OWNER

GATLE POPE MORRISON, TRUSTEE DATE _____

BRADLEY C. POPE AND LAURA A. POPE FAMILY TRUST DATED JUNE 31, 2007, AS OWNER

BRADLEY C. POPE, TRUSTEE DATE _____

SHE SPOFFER WARD, AS OWNER

EAY SPOFFER POWELL, AS OWNER

TRUST A CREATED UNDER THE MUKAI TRUST DATED SEPTEMBER 22, 1992, AS OWNER

DAVID S. MUKAI, SUCCESSION CO-TRUSTEE OF TRUST A DATE _____

TRUST B CREATED UNDER THE MUKAI TRUST DATED SEPTEMBER 22, 1992, AS OWNER

DAVID S. MUKAI, SUCCESSION CO-TRUSTEE OF TRUST B DATE _____

OPTIMUS BUILDING CORPORATION, A CALIFORNIA CORPORATION, AS OWNER

DATE _____

PRINT NAME _____

DATE _____

PRINT TITLE _____

ABANDONMENT NOTE:

PURSUANT TO SECTION 6454 (b) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP
HEREBY DEDICATES TO PUBLIC USE FOR PUBLIC ROADWAY AND UTILITY PURPOSES LOT "A",
LOT "C", (THIRTEEN AVENUE) AND LOT "B" (RAMONA EXPRESSWAY) PER
AS INSTRUMENT NO. 1983-1078, O.R. 1013 THROUGH G, INCLUDING ABUTTERS RIGHTS OF ACCESS
AND EGRESS, INCLUSIVE. PER PARCEL MAP BOOK 91, PAGE 85, ALL OF RECORDS OF RIVERSIDE COUNTY.

SIGNATURE OMISSIONS:

THE SIGNATURE OF THE PARTIES NAMED HEREIN AS OWNERS OF THE INTEREST SET FORTH, MAY BE
OMITTED UNDER THE PROVISIONS OF SECTION 6454A, SUBSECTION (d)(1)(ii)-(iv) OF THE SUBDIVISION MAP
ACT, THEIR INTEREST IS SUCH THAT IT CANNOT BE PLEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT
REQUIRED BY THE LOCAL AGENCY.

EASEMENT DEDICATED PER PERRETS RE SUBDIVISION FILED IN MAP BOOK 7, PAGE 45 IN FAVOR OF THE CITY
OF PERRIS.

SURVEYOR'S STATEMENT:

THE MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE
REQUEST OF ROCHEFFELER GROUP DEVELOPMENT CORPORATION IN MAY 2013.

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED,
AND THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCE. I HEREBY STATE THAT THIS PARCEL MAP
SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.
THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 12/18/2013

MICHAEL J. DRUMMON L.L. 8012 EXP 12-31-18



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT TECHNICALLY CORRECT
THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF PERRIS ORDINANCE NO. 36.1
AS AMENDED, WHICH ARE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN
COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT
APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY.



BY: GABRIEL D. YBARRA, L.L. 4343 EXP 6-30-18 DATE _____

FOR: HANSEL MONTAÑANA, C.E. 33143 EXP 5-30-17 DATE _____

CITY CLERK STATEMENT:

I HEREBY STATE THAT UNDERTAKING OR CASH DEPOSIT SATISFACTORY TO THE CITY COUNCIL OF THE CITY
OF PERRIS GUARANTEEING THE CONSTRUCTION OF REQUIRED STREET IMPROVEMENTS HAS BEEN
APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP.

CITY CLERK OF THE CITY OF PERRIS DATE _____

CITY ACCEPTANCE STATEMENT:

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DUTY AUTHORIZED OFFICER,
HEREBY ACCEPTS THE OFFER OF DEDICATION HEREON MADE OF LOT "A" FOR PUBLIC ROAD AND PUBLIC
UTILITY PURPOSES AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM.
THE OFFERS OF DEDICATION OF LOT "B" AND LOT "C" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES
ARE ACCEPTED TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES, BUT THAT SAID
ROADS SHALL NOT BECOME PART OF THE CITY MAINTAINED ROAD SYSTEM UNTIL INSTALLATION AND
ACCEPTANCE OF IMPROVEMENTS ARE COMPLETED.

MICHAEL W. VARGAS DATE _____

ATTEST: _____ CITY CLERK

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
HEREBY CERTIFIES THAT THE INSTRUMENT AND DOCUMENT TO WHICH THIS
DOCUMENT IS ATTACHED, AND THE SIGNATURES THEREON, ACCURATELY
REPRESENT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ COUNTY OF _____
ON _____ BEFORE ME
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HAVEY EXECUTED THE SAME
PERSONALY AND FREELY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING
PARAGRAPH IS TRUE AND CORRECT.

NAME _____
PRINCIPAL COUNTY OF BUSINESS _____
COMMISSION # OF BUSINESS _____
COMMISSION # OF NOTARY _____

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
HEREBY CERTIFIES THAT THE INSTRUMENT AND DOCUMENT TO WHICH THIS
DOCUMENT IS ATTACHED, AND THE SIGNATURES THEREON, ACCURATELY
REPRESENT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ COUNTY OF _____
ON _____ BEFORE ME
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HAVEY EXECUTED THE SAME
PERSONALY AND FREELY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING
PARAGRAPH IS TRUE AND CORRECT.

NAME _____
PRINCIPAL COUNTY OF BUSINESS _____
COMMISSION # OF BUSINESS _____
COMMISSION # OF NOTARY _____

PARCEL MAP NO. 36512

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

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND IS TO BE FILED WITH THE COUNTY OF RIVERSIDE, CALIFORNIA, LOCAL OFFICE OF THE COUNTY RECORDER, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE ALIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 20____

CASH OR SURETY TAX BOND
DON ZENH
COUNTY TREASURER/TAX COLLECTOR
BY: _____, DEPUTY

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES ESTIMATED TO BE \$ _____

DATE: _____, 20____

DON ZENH, COUNTY TREASURER/TAX COLLECTOR

BY: _____, DEPUTY

BEING A SUBDIVISION OF LOTS 10 AND 11, OF BERRY'S SUBDIVISION, SITED IN BOOK 7, PAGE 45 OF MAPS, LOT 7 AND 8 IN BLOCK 7 OF VAL VERDE TRACT, FILED IN BOOK 1, PAGE 61 OF MAPS TOGETHER WITH LOTS 4 THROUGH 6, INCLUSIVE, AND PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP 1842 AS RECORDED IN BOOK 91, PAGE 83, OF RECORDS OF RIVERSIDE COUNTY, 2016 AS SET. NO. _____, OR, ALL OF RECORDS OF RIVERSIDE COUNTY

EMILY HOHN AND ASSOCIATES, INC. NOVEMBER 2014

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE INDIVIDUAL'S ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____,) ss

ON _____, BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVIDED TO ME ON THE BASIS OF A WRITING (EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) BEHOLDERS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE(SHE) SIGNED THE SAME IN HIS/HER/ITHEIR AUTHORIZED CAPACITIE(S) AND BY HIS/HER/ITHEIR 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 _____, THAT THE FOREGOING PARAGRAPHS IS TRUE AND CORRECT.

WITNESS MY HAND,
SIGNATURE _____

NAME _____
PRINCIPAL COUNTY OF BUSINESS _____
COMMISSION EXPIRES _____
COMMISSION # OF NOTARY _____

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE INDIVIDUAL'S ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____,) ss

ON _____, BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVIDED TO ME ON THE BASIS OF A WRITING (EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) BEHOLDERS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE(SHE) SIGNED THE SAME IN HIS/HER/ITHEIR AUTHORIZED CAPACITIE(S) AND BY HIS/HER/ITHEIR 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 _____, THAT THE FOREGOING PARAGRAPHS IS TRUE AND CORRECT.

WITNESS MY HAND,
SIGNATURE _____

NAME _____
PRINCIPAL COUNTY OF BUSINESS _____
COMMISSION EXPIRES _____
COMMISSION # OF NOTARY _____

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE INDIVIDUAL'S ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____,) ss

ON _____, BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVIDED TO ME ON THE BASIS OF A WRITING (EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) BEHOLDERS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE(SHE) SIGNED THE SAME IN HIS/HER/ITHEIR AUTHORIZED CAPACITIE(S) AND BY HIS/HER/ITHEIR 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 _____, THAT THE FOREGOING PARAGRAPHS IS TRUE AND CORRECT.

WITNESS MY HAND,
SIGNATURE _____

NAME _____
PRINCIPAL COUNTY OF BUSINESS _____
COMMISSION EXPIRES _____
COMMISSION # OF NOTARY _____

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE INDIVIDUAL'S ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____,) ss

ON _____, BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVIDED TO ME ON THE BASIS OF A WRITING (EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) BEHOLDERS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE(SHE) SIGNED THE SAME IN HIS/HER/ITHEIR AUTHORIZED CAPACITIE(S) AND BY HIS/HER/ITHEIR 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 _____, THAT THE FOREGOING PARAGRAPHS IS TRUE AND CORRECT.

WITNESS MY HAND,
SIGNATURE _____

NAME _____
PRINCIPAL COUNTY OF BUSINESS _____
COMMISSION EXPIRES _____
COMMISSION # OF NOTARY _____

PARCEL MAP NO. 36512

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

REFERENCES:

- R1 PNB 01/185
- R2 M.B. 7/145
- R3 PNB 17/113
- R4 M.B. 14/128
- R5 CALTRANS MONUM MAP NO. 205-88 & SURVEY MAP FILE NO. 205-88 & 205-89
- R6 RST. NO. 07803, 9/18/1958
- R7 RST. NO. 1983, 14/20, 1/25/1983



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM 83. ZONE 4. MAD 83. EPOCH 2011.00. AS DETERMINED LOCALLY BY A LINE BETWEEN CONTIGUOUS OPERATING STATIONS (CORN) "M11P" AND "PMB" BEING NORTH 53°07'07" WEST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. AND MEETS ALL THE REQUIREMENTS OF THE CALIFORNIA PUBLIC RESOURCE CODE.

THE CORNERED GRID FACTOR AT POINT A IS 0.999728542. LOCAL GRID COORDINATES ARE BASED ABOUT POINT A USING AN ELEVATION OF 1490.8'. ALL DISTANCES SHOWN HEREON ARE GROUND. GRID DISTANCE = GROUND DISTANCE * CORNERED GRID FACTOR.

LEGEND:

- INDICATES BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- FOUND MONUMENT AS NOTED
- BLOCK SET MONUMENT WITH TAG MARKED T.S. 2017.2. MONUMENT LIES WITHIN CONCRETE OR WALL. A LEAD AND THE WITH TAG WILL BE ASPHALT. A 1/2" IRON PIPE WITH TAG WILL BE PLACED
- ⊕ OR CL CENTERLINE
- MP MEASURED AND RECORD
- CFR CALCULATED FROM RECORD
- || DENOTES RECORD DATA PER REFERENCE NOTED

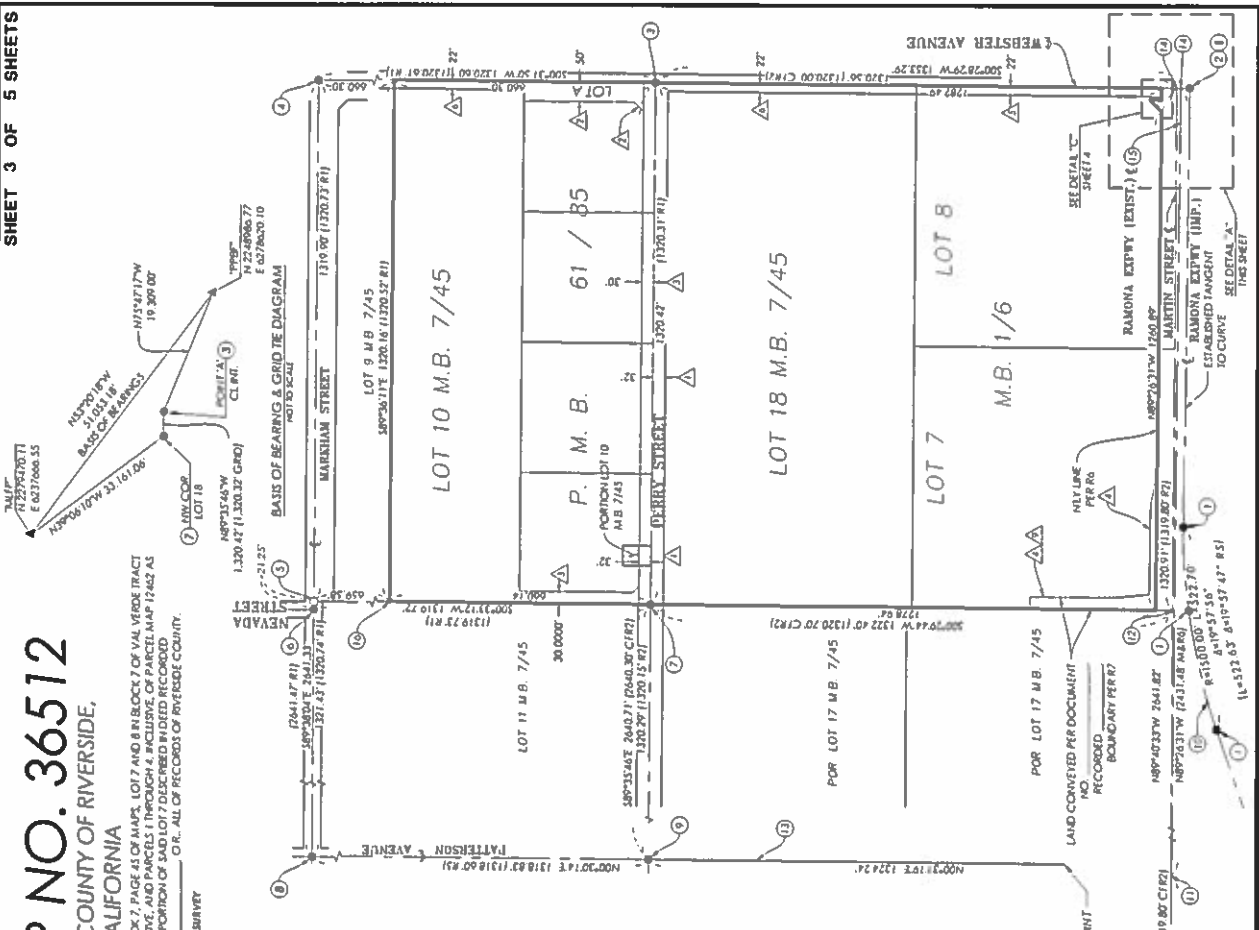
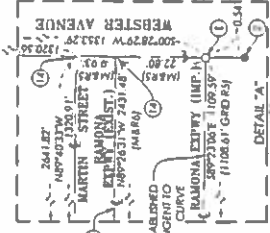
EXISTING EASEMENTS:

- ▲ 33' WIDE STREET EASEMENT DEDICATED PER PERRY'S RE-SUBDIVISION FILED IN MAP BOOK 7, PAGE 45 VACATED HEREON
- ▲ RIGHT-OF-WAY AND ABUTTERS RIGHTS RELINQUISHED TO OR FROM WEBSTER AVENUE PER PARCEL MAP NO. 12485 FILED IN PARCEL MAP BOOK 01, PAGE 85 VACATED HEREON
- ▲ 33' WIDE EASEMENT FOR STREET AND PUBLIC UTILITY DEDICATED ON PARCEL MAP NO. 1177 AND ON FILE IN PARCEL MAP BOOK 01, PAGE 85, VACATED HEREON
- ▲ ABUTTERS RIGHTS RELINQUISHED TO OR FROM RAMONA EXPRESSWAY PER INSTRUMENT NO. 14970 RECORDED 1/23/1983 OR VACATED HEREON
- ▲ 33' WIDE EASEMENT DEDICATED PER VAL VERDE TRACT FILED IN MAP BOOK 1, PAGES 6 AND 7, VACATED HEREON
- ▲ 33' WIDE EASEMENT DEDICATED PER PERRY'S RE-SUBDIVISION FILED IN MAP BOOK 7, PAGE 45, VACATED HEREON
- ▲ ABUTTERS RIGHTS RELINQUISHED TO OR FROM THE 40' FACILITY AND ADJOINING FERRYWAY PER INSTRUMENT NO. 2704 RECORDED 2/4/1983 OR VACATED HEREON

BEING A SUBDIVISION OF LOT 10 AND 18 OF PERRY'S SUBDIVISION, FILED IN BOOK 7, PAGE 45 OF MAPS, LOT 7 AND 8 IS BLOCK 7 OF VAL VERDE TRACT FILED IN BOOK 1, PAGE 6 AND MAPS TOGETHER WITH LOTS 4 THROUGH 6, INCLUDING A 10' STRIP OF A 10' STRIP OF PARCEL MAP 17445 AS RECORDED IN BOOK 01, PAGE 85 OF RECORDS OF RIVERSIDE COUNTY. AND THAT PORTION OF SAID LOT 7 DESCRIBED HEREIN IS RECORDED IN BOOK 01, PAGE 85 OF RECORDS OF RIVERSIDE COUNTY.

ESTABLISHMENT AND MONUMENT NOTES:

- ① FOUND 2" 35' BRASS CAP BURN PER R3 ACCEPTED AS POINT FOUND MAP RAMONA EXPRESSWAY
- ② FOUND NAIL AND TAG LEGIBLE, HORN, NO REFERENCE. FOUND NAIL AND TAG WEBSTER. MONUMENT LEGS 0.54' STV FROM IRON CORNER.
- ③ FOUND 3/4" P WITH PLASTIC PUIG, LEGIBLE PER R1 ACCEPTED AS CL INTERSECTION OF PERRY AND WEBSTER.
- ④ FOUND 2" CONCRETE MONUMENT W/ WIRE, DOWN 2" PER PM 24077-8 ACCEPTED AS CL INTERSECTION OF WEBSTER AND MARRIHAM.
- ⑤ FOUND NAIL IN PIPE DOWN 2" PER R3 ACCEPTED AS NW CORNER LOT 9 SET TAG IS 8012.84' P
- ⑥ FOUND 2" P WITH BOLT, DOWN 2" PER R4 ACCEPTED AS CL INTERSECTION NEVADA AND MARRIHAM
- ⑦ FOUND 3/4" P WITH TAG, LEGIBLE, DOWN 1/2" IN (11) OF 1" PER R1 ACCEPTED AS NW CORNER LOT 18 PER R2
- ⑧ FOUND 3/4" P WITH NAIL, NO TAG, DOWN 8" FILLER OF INTERSECTION OF MARRIHAM AND PATTERSON
- ⑨ FOUND CONCRETE MONUMENT, DOWN 2" PER R1 AND R2 ACCEPTED AS POSITION OF INTERSECTION OF PATTERSON AND PERRYWAY CORNER LOT 17
- ⑩ CL CURVE ESTABLISHED PER FOUND MONUMENTS INTERSECTION OF EXISTING RAMONA EXPRESSWAY AND MARTIN STREET PER R0
- ⑪ SOUTHEAST CORNER OF LOT 17 ESTABLISHED BY A POINT PER R2
- ⑫ WESTERLY LINE LOT 17 ESTABLISHED BY RECORD ANGLE FROM PERRY PER R3
- ⑬ ESTABLISHED BY RECORD DISTANCE FROM CL INTERSECTION OF WEBSTER AND MAP RAMONA EXPRESSWAY PER R3
- ⑭ CL CURVE RAMONA EXPRESSWAY ESTABLISHED BY RECORD DATA, PER R0, IS NOT USED.
- ⑮ FOUND 3/4" P NO TAG, UP 3" BENT WESTERLY PER R1 USED FOR LINE ONLY FOR BOUNDARY LINE LOT 10, POINT LIES 0.3' WESTERLY OF THE CORNER.
- ⑯ ESTABLISHED BY INTERSECTION



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

PARCEL MAP NO. 36512

BEING A SUBDIVISION OF LOTS 10 AND 18 OF PERRY'S SUBDIVISION FILED IN BOOK 7, PAGE 45 OF MAPS, LOT 7 AND 8 IN BLOCK 7 OF VAL VERDE TRACT FILED IN BOOK 1, PAGE 6 OF MAPS TOGETHER WITH LOTS A THROUGH G, INCLUSIVE, AND PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP 12462 AS RECORDED IN BOOK 91, PAGE 81, OF PARCEL MAPS, AND THAT PORTION OF SAID LOT 7 DESCRIBED IN DEED RECORDED _____, O.R., ALL OF RECORDS OF RIVERSIDE COUNTY, 2010 AS R.S.T. NO. _____



LOT 18 M.B. 7/45

LOT 11 M.B. 7/45

NOTICE OF DRAINAGE FEES:

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN PERRIS CITY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, PURSUANT TO SECTION 10.23 OF ORDINANCE 640 AND SECTION 64083, ET SEQ. OF THE GOVERNMENT CODE, AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA. NOTICE IS FURTHER GIVEN THAT PURSUANT TO SECTION 10.23 OF ORDINANCE 640, PAYMENT OF THE DRAINAGE FEES SHALL BE DETERMINED BY THE COUNTY CHECKOR MONEY ORDER ONLY TO THE PERRIS COUNTY WATER TREATMENT PLANT. WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

PARCEL 2
9.036 ACRES

PARCEL 1
47.027 ACRES

LOT 9
M.B. 7/45

SEE SHEET 5



LOT C 1.062 ACRES
TOTAL 0.981 ACRE

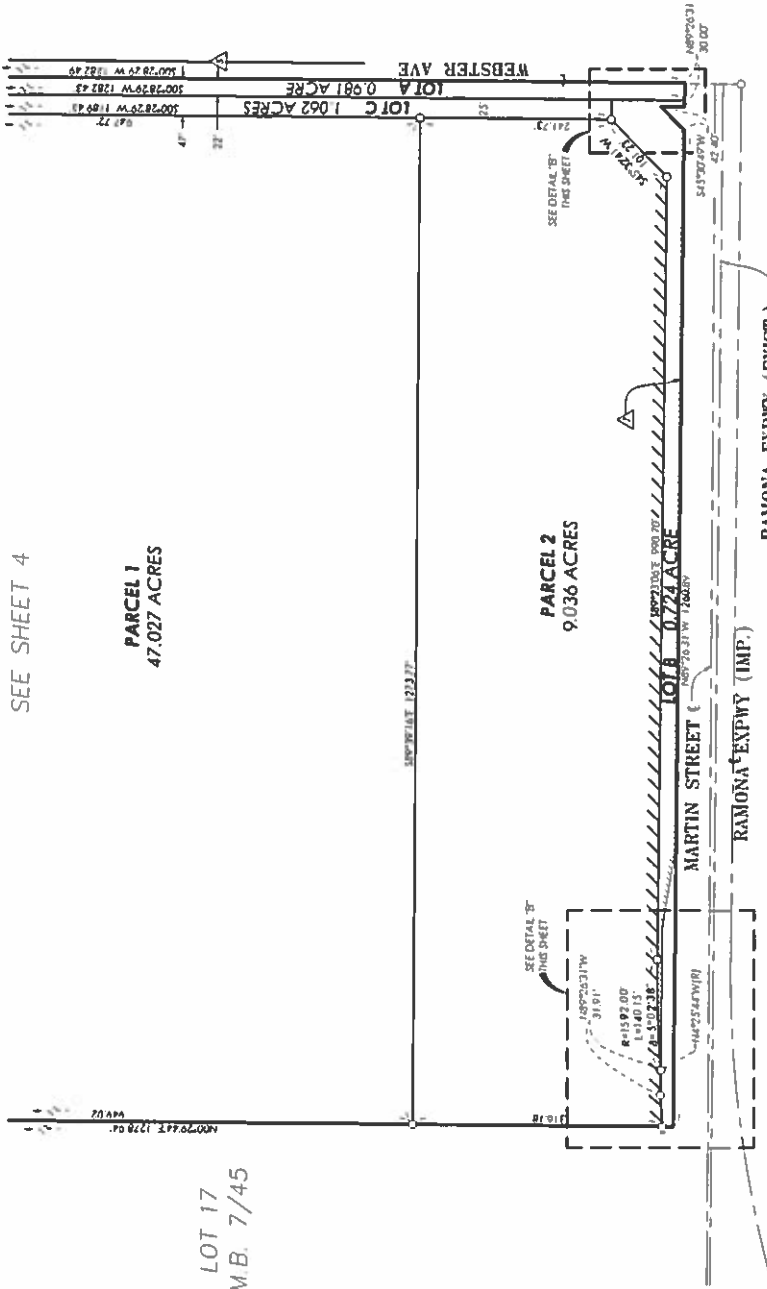
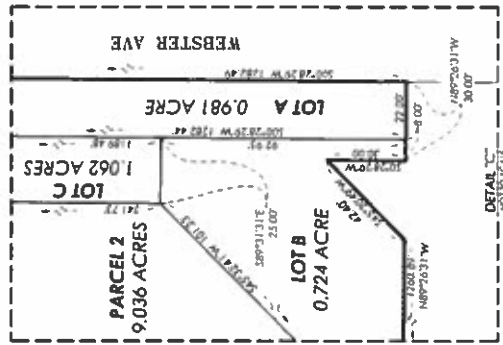
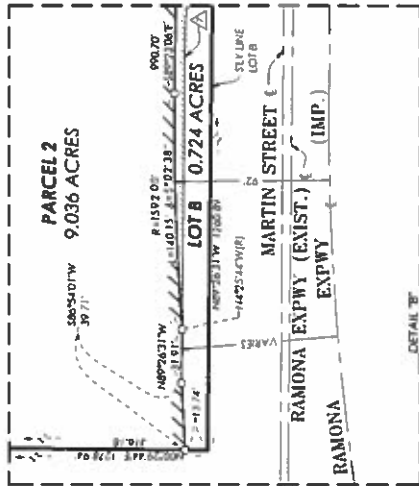
WEBSTER AVE

PARCEL MAP NO. 36512

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

BEING A SUBDIVISION OF LOTS 10 AND 18 OF PERMIT SUBDIVISION FILED IN BOOK 7, PAGE 45 OF RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP 12432 AS FILED IN BOOK 1, PAGE 6 OF RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THAT PORTION OF SAID LOT 7 DESCRIBED IN DEED RECORDED IN BOOK 91, PAGE 83, OF RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, O.R., ALL OF RECORDS OF RIVERSIDE COUNTY

GRAPHIC SCALE IN FEET
0 50 100 200



SEE SHEET 4

PARCEL 1
47.027 ACRES

PARCEL 2
9.036 ACRES

LOT B
0.724 ACRE

RAMONA EXPWY (EXIST.)

RAMONA EXPWY (IMP.)

EXISTING EASEMENTS:

- ▲ 27' WIDE EASEMENT DEDICATED PER VAL VERDE TRACT FILED IN MAP BOOK 11, PAGE 6 AND 7
- ▲ 27' WIDE EASEMENT DEDICATED PER PERRY'S RE SUBDIVISION FILED IN MAP BOOK 7, PAGE 45
- ▲ ADJUTANT PROPERTY RELINQUISHED TO CGP FROM RAMONA EXPWAY FILED PER DOCUMENT RECORDED 9/18/1953 FILED IN BOOK 2334, PAGE 173-278

LOT 17
M.B. 7/45

PARCEL MAP NO. 36582

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE,

STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 16 AND LOT 17 OF PERRIS SUBDIVISION AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 45 OF MAPS; PERRY STREET AS VACATED BY RESOLUTION NO. 84-311, RECORDED AUGUST 30, 1961 AS INST. NO. 100879; O.R. PATTERSON AVENUE AS VACATED BY RESOLUTION NO. 2082, RECORDED JUNE 9, 1972 AS INST. NO. 208427; O.R. AND THAT PORTION OF SAID LOT 17 DESCRIBED IN DEED RECORDED 2016 AS INST. NO. _____, O.R. ALL OF RECORDS OF RIVERSIDE COUNTY NOVEMBER 2016
EMILY-HORN AND ASSOCIATES, INC.

OWNER'S STATEMENT
WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCCLUDED WITHIN THE SUBDIVISION SHOWN HEREON THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO THE EXECUTION OF THIS PARCEL MAP AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTRICTIVE BORDER LINE. WE HEREBY DEDICATE TO PUBLIC USE FOR PUBLIC ROADWAY AND UTILITY PURPOSES LOT "A" (PATTERSON AVENUE).

WE HEREBY RESERVE A PERMANENT, NON-EXCLUSIVE, RECIPROCAL EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS AND UTILITIES OVER PARCEL 1 FOR THE BENEFIT OF PARCELS 2 AND PARCEL 3.

EMILY-HORN WARD, AS OWNER

PRINT NAME _____ DATE _____

EMILY SWOFFER POWER, AS OWNER

PRINT NAME _____ DATE _____

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66438 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED.

SOUTHERN SERRAS POWER COMPANY, HOLDER OF EASEMENTS FOR PUBLIC UTILITIES RECORDED 07/19/93 BK 640, PG. 412, O.R. RECORDED 8/22/1933 BK 132, PG. 390, O.R. AND RECORDED 03/11/1933 BK 134, PG. 314, O.R. ALL OF RECORDS OF RIVERSIDE COUNTY.

NEVADA-CALIFORNIA ELECTRIC CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED 4/20/1939, BK 413, PG. 419, O.R. RECORDS OF RIVERSIDE COUNTY.

ABANDONMENT NOTE:

PURSUANT TO SECTION 66434 (f) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP CONSTITUTES AN ABANDONMENT OF THE EASEMENTS AND/OR OTHER INTERESTS IN THE PROPERTY SHOWN WITHIN THE DISTRICTIVE BORDER LINE OF THIS PARCEL MAP. THE EASEMENTS AND/OR OTHER INTERESTS IN THE PROPERTY SHOWN WITHIN THE DISTRICTIVE BORDER LINE OF THIS PARCEL MAP ARE AS SET FORTH IN PARCEL MAP NO. 1983-27388, O.R. PATTERSON AVENUE PER DOCUMENT RECORDED FEBRUARY 14, 1983 AS INSTRUMENT NO. 1983-27388, O.R. PUBLIC UTILITY EASEMENT RESERVED IN DOCUMENT RECORDED APRIL 9, 1977 AS INSTRUMENT NO. 208427, O.R., PUBLIC UTILITY EASEMENT RESERVED IN DOCUMENT RECORDED AUGUST 30, 1976 AS INSTRUMENT NO. 198097, O.R. ALL OF RECORDS OF RIVERSIDE COUNTY.

TAX COLLECTOR'S CERTIFICATE:

IF HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES FROM A LEASEE NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE ?

DATE: _____ 20____

DONALD M. TREASURE/TAX COLLECTOR

BY: _____ DEPUTY

TAX BOND CERTIFICATE:

IF HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDS ARE A LEAN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____ 20____

CASH OR SURETY TAX BOND
DONALD M. TREASURE/TAX COLLECTOR

BY: _____ DEPUTY

FILED THE _____ DAY OF _____ 20____ AT _____ IN BOOK _____ OF PARCEL MAPS AT PAGES _____ AT THE REQUEST OF THE CITY OF PERRIS.
NO. _____
PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER
BY: _____ DEPUTY
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY NO. 814345-0017

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN ACCORDANCE WITH THE PROFESSIONAL SURVEYING ACT AND LOCAL ORDINANCE AT THE REQUEST OF ROCKWELLER GROUP DEVELOPMENT CORPORATION IN MAY 2016.

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET WITHIN 90 DAYS OF ACCEPTANCE OF IMPROVEMENTS, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP, THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.



DATE: _____
MICHAEL J. KNAPP (L.S. 8012, EXP. 12-31-18)

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT. THAT ALL THE INFORMATION ON THE TENTATIVE MAP ACT AND THE CITY OF PERRIS ORDINANCE NO. 541 AS AMENDED, WHICH ARE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY.



BY: _____ DATE _____
GABRIEL D. YBARRA, L.S. 4343 EXP. 6-30-18
FOR: _____ DATE _____
HARRIS M. MOTTACH, R.C.E. 31433 EXP. 9-30-17
CITY ENGINEER FOR THE CITY OF PERRIS

CITY CLERK STATEMENT:

I HEREBY STATE THAT UNDERSTANDING OR CASH DEPOSIT LARGE CURRENCY TO THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA, THAT THIS PARCEL MAP HAS BEEN APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP.

CITY CLERK OF THE CITY OF PERRIS _____ DATE _____

CITY ACCEPTANCE STATEMENT:

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED OFFICERS, HEREBY ACCEPTS THE OFFER OF DEDICATION FOR LOT "A", SUBJECT TO IMPROVEMENTS.

MICHAEL M. VARGAS _____ DATE _____
MAYOR OF THE CITY OF PERRIS

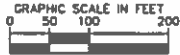
ATTEST: _____ CITY CLERK

PARCEL MAP NO. 36582

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

REFERENCES:

- R1 PMB 01/85
- R2 MB 7/45
- R3 PMB 17/13
- R4 MB 14/78
- R5 CALTRANS MOH MAP NO. 447354 & 443355 RIV. CO SURVEY FILE NO. 205-88 & 205-89
- R6 INST NO. 07003, 9/18/1938
- R7 INST NO. 1963-27388, 2/14/1983

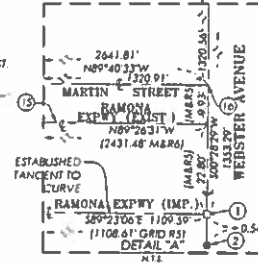


BEING A SUBDIVISION OF A PORTION OF LOT 16 AND LOT 17 OF PERRY'S SUBDIVISION AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 45 OF MAPS, PERRY STREET AS VACATED BY RESOLUTION NO. 84 311, RECORDED AUGUST 30, 1984 AS INST. NO. 190839, O.R., PATTERSON AVENUE AS VACATED BY RESOLUTION NO. 2082, RECORDED JUNE 9, 1992 AS INST. NO. 208427, O.R., AND THAT PORTION OF SAID LOT 17 DESCRIBED BY DEED RECORDED 2016 AS INST. NO. _____ O.R. ALL OF RECORDS OF RIVERSIDE COUNTY PROCEDURE OF SURVEY

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM 83, ZONE 8, NAD 83, EPOCH 2010.00, AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CORS) "MLFP" AND "TPB" BEING NORTH 53°20'18" WEST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE NATIONAL (NGS), AND MEETS ALL THE REQUIREMENTS OF THE CALIFORNIA PUBLIC RESOURCE CODE.

THE COMBINED GRID FACTOR AT "POINT A" IS 0.9999278562. LOCAL GRID COORDINATES ARE BASED ABOUT "POINT A" USING AN ELEVATION OF 1490.8'. ALL DISTANCES SHOWN HEREON ARE GROUND. GRID DISTANCE = GROUND DISTANCE x COMBINED GRID FACTOR.

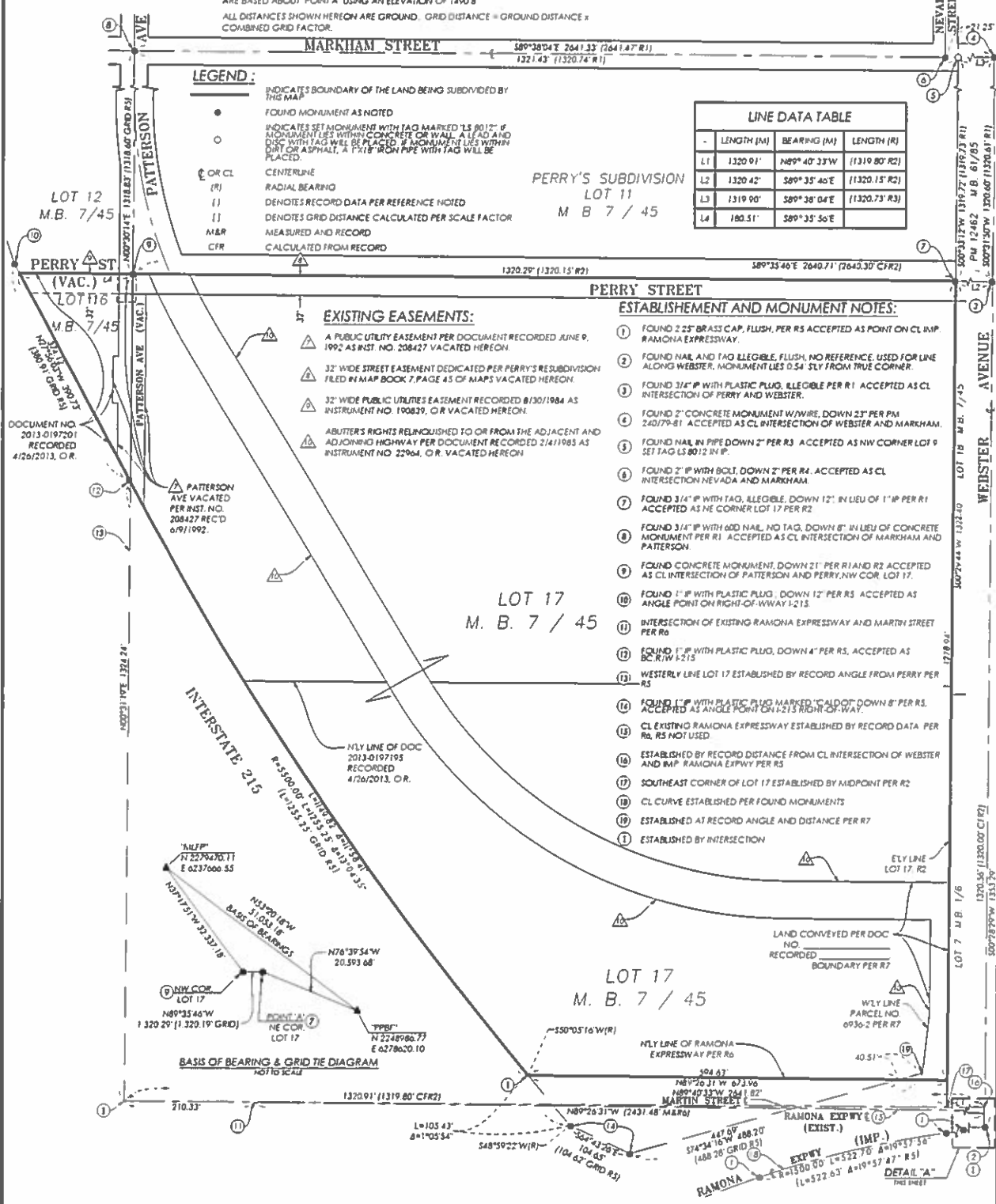


LEGEND:

- INDICATES BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT WITH TAG MARKED "LS 8012" IF MONUMENT LIES WITHIN CONCRETE OR WALL, A LEAD AND DISC WITH TAG WILL BE PLACED. IF MONUMENT LIES WITHIN DIRT OR ASPHALT, A 1/2" IRON PIPE WITH TAG WILL BE PLACED.
- OR CL CENTERLINE
- (R) RADIAL BEARING
- (I) DENOTES RECORD DATA PER REFERENCE NOTED
- (J) DENOTES GRID DISTANCE CALCULATED PER SCALE FACTOR
- M&R MEASURED AND RECORD
- CFR CALCULATED FROM RECORD

| LINE DATA TABLE | | | |
|-----------------|------------|-------------|---------------|
| | LENGTH (M) | BEARING (M) | LENGTH (R) |
| L1 | 1320.91' | N89°40'33"W | (1319.80' R2) |
| L2 | 1320.42' | S89°35'40"E | (1320.15' R2) |
| L3 | 1319.90' | S89°38'04"E | (1320.73' R3) |
| L4 | 180.51' | S89°35'50"E | |

PERRY'S SUBDIVISION
LOT 11
M B 7 / 45

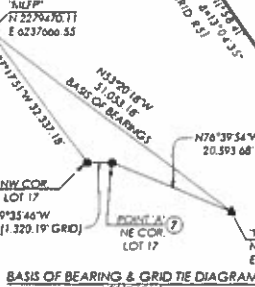


EXISTING EASEMENTS:

- ▲ A PUBLIC UTILITY EASEMENT PER DOCUMENT RECORDED JUNE 9, 1992 AS INST. NO. 208427 VACATED HEREON.
- ▲ 32' WIDE STREET EASEMENT DEDICATED PER PERRY'S RESUBDIVISION FILED IN MAP BOOK 7, PAGE 45 OF MAPS VACATED HEREON.
- ▲ 32' WIDE PUBLIC UTILITIES EASEMENT RECORDED 8/30/1984 AS INSTRUMENT NO. 190839, O.R. VACATED HEREON.
- ▲ ABUTTER'S RIGHTS RELINQUISHED TO OR FROM THE ADJACENT AND ADJOINING HIGHWAY PER DOCUMENT RECORDED 2/17/1985 AS INSTRUMENT NO. 22964, O.R. VACATED HEREON.

ESTABLISHMENT AND MONUMENT NOTES:

- 1 FOUND 2 25" BRASS CAP, FLUSH, PER R5 ACCEPTED AS POINT ON CL IMP. RAMONA EXPRESSWAY.
- 2 FOUND NAIL AND TAG ILLEGIBLE, FLUSH, NO REFERENCE, USED FOR LINE ALONG WEBSTER. MONUMENT LIES 0.54' SLY FROM TRUE CORNER.
- 3 FOUND 3/4" IP WITH PLASTIC PLUG, ILLEGIBLE PER R1 ACCEPTED AS CL INTERSECTION OF PERRY AND WEBSTER.
- 4 FOUND 2" CONCRETE MONUMENT W/WIRE, DOWN 23" PER PM 240/79-81 ACCEPTED AS CL INTERSECTION OF WEBSTER AND MARKHAM.
- 5 FOUND NAIL IN PIPE DOWN 2" PER R3 ACCEPTED AS NW CORNER LOT 9 SET TAG LS 8012 IN IP.
- 6 FOUND 2" IP WITH BOLT, DOWN 2" PER R4 ACCEPTED AS CL INTERSECTION NEVADA AND MARKHAM.
- 7 FOUND 3/4" IP WITH TAG, ILLEGIBLE, DOWN 12" IN LIEU OF 1" IP PER R1 ACCEPTED AS NE CORNER LOT 17 PER R2.
- 8 FOUND 3/4" IP WITH 60D NAIL, NO TAG, DOWN 8" IN LIEU OF CONCRETE MONUMENT PER R1 ACCEPTED AS CL INTERSECTION OF MARKHAM AND PATTERSON.
- 9 FOUND CONCRETE MONUMENT, DOWN 21" PER R1 AND R2 ACCEPTED AS CL INTERSECTION OF PATTERSON AND PERRY, NW COR. LOT 17.
- 10 FOUND 1" IP WITH PLASTIC PLUG, DOWN 12" PER R5 ACCEPTED AS ANGLE POINT ON RIGHT-OF-WAYWAY 1-213.
- 11 INTERSECTION OF EXISTING RAMONA EXPRESSWAY AND MARTIN STREET PER R6.
- 12 FOUND 1" IP WITH PLASTIC PLUG, DOWN 4" PER R5, ACCEPTED AS BC, RW 1-213.
- 13 WESTERLY LINE LOT 17 ESTABLISHED BY RECORD ANGLE FROM PERRY PER R5.
- 14 FOUND 1" IP WITH PLASTIC PLUG MARKED "CALDOT" DOWN 8" PER R5, ACCEPTED AS ANGLE POINT ON 1-213 RIGHT-OF-WAY.
- 15 CL EXISTING RAMONA EXPRESSWAY ESTABLISHED BY RECORD DATA PER R6, R5 NOT USED.
- 16 ESTABLISHED BY RECORD DISTANCE FROM CL INTERSECTION OF WEBSTER AND IMP. RAMONA EXPWY PER R5.
- 17 SOUTHEAST CORNER OF LOT 17 ESTABLISHED BY MIDPOINT PER R2.
- 18 CL CURVE ESTABLISHED PER FOUND MONUMENTS.
- 19 ESTABLISHED AT RECORD ANGLE AND DISTANCE PER R7.
- 20 ESTABLISHED BY INTERSECTION.



LAND CONVEYED PER DOC NO. RECORDED BOUNDARY PER R7

WLY LINE PARCEL NO. 0930-2 PER R7



PARCEL MAP NO. 36582

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

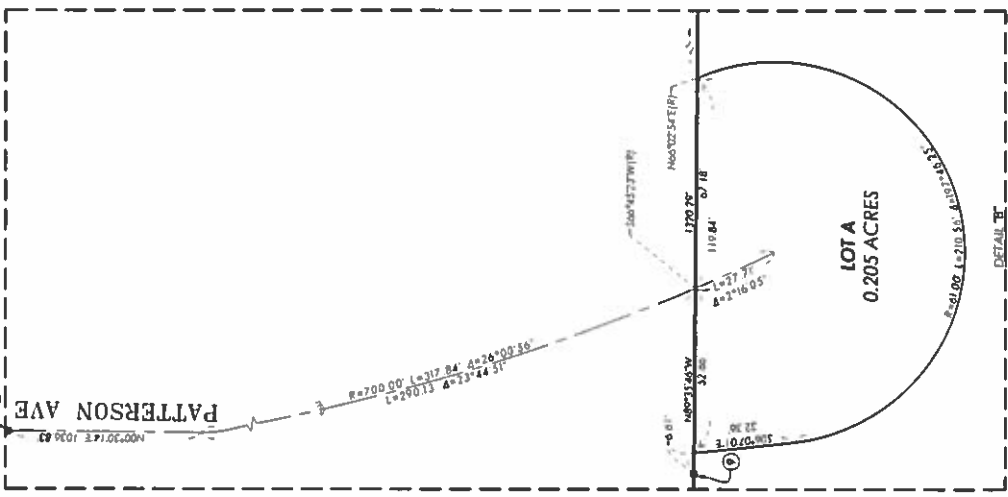
BEING A SUBDIVISION OF A PORTION OF LOT 10 AND LOT 17 OF PERRIS SUBDIVISION AS SHOWN BY MAP ON FILE IN
BOOK 1498, PAGE 104, PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND THE PORTION OF LOT 10
NO. 100899, OF PATTERSON AVENUE AS VACATED BY RESOLUTION NO. 2082, RECORDED JUNE 9, 1992 AS INSTRUMENT NO.
208427, OR THAT PORTION OF SAID LOT 17 DESCRIBED IN DEED RECORDED
2016 AS INSTRUMENT NO. 2016 AS INSTRUMENT NO. 2016 AS INSTRUMENT NO. 2016



PATTERSON AVE

$N00^{\circ}20'12"E$ 103.63
 $S77^{\circ}16'05"W$ 22.30
 $S02^{\circ}16'05"W$ 119.64
 $S86^{\circ}45'27"W$ 26.65
 $N65^{\circ}02'54"E$ 07.78
 $S37^{\circ}07'05"W$ 37.37
 $S12^{\circ}07'05"W$ 37.37
 $S37^{\circ}07'05"W$ 37.37
 $S86^{\circ}45'27"W$ 26.65
 $N65^{\circ}02'54"E$ 07.78
 $S37^{\circ}07'05"W$ 37.37
 $S12^{\circ}07'05"W$ 37.37
 $S37^{\circ}07'05"W$ 37.37
 $S86^{\circ}45'27"W$ 26.65
 $N65^{\circ}02'54"E$ 07.78

LOT A
0.205 ACRES



LOT 11 M.B. 7/45

LOT 18 M.B. 7/45

LOT 7 M.B. 1/6

LOT 18 M.B. 7/45

LOT 7 M.B. 1/6

LOT 18 M.B. 7/45

LOT 7 M.B. 1/6

LOT 18 M.B. 7/45

LOT 7 M.B. 1/6

LOT 18 M.B. 7/45

LOT 7 M.B. 1/6

LOT 18 M.B. 7/45

LOT 7 M.B. 1/6

| LINE DATA TABLE | LENGTH | BEARING |
|-----------------|---------|-------------|
| L1 | 87.82' | N50°52'30"W |
| L2 | 95.38' | N20°12'04"W |
| L3 | 88.95' | N43°36'49"W |
| L4 | 125.95' | N27°30'38"W |
| L5 | 73.44' | N42°24'15"W |
| L6 | 100.92' | N43°33'34"W |
| L7 | 93.15' | N48°36'22"W |
| L8 | 75.37' | N51°30'44"W |
| L9 | 92.36' | N53°28'24"W |
| L10 | 109.51' | N57°38'44"W |
| L11 | 119.79' | N61°15'35"W |
| L12 | 93.53' | N66°57'39"W |

| LINE DATA TABLE | LENGTH | BEARING |
|-----------------|---------|-------------|
| L1 | 102.87' | N47°20'31"W |
| L14 | 68.90' | N62°30'04"W |
| L15 | 80.20' | N67°37'47"W |
| L16 | 73.98' | N49°57'25"W |
| L17 | 26.01' | N22°58'31"W |
| L18 | 59.65' | S36°11'16"E |
| L19 | 89.25' | S58°54'19"E |
| L20 | 139.42' | S23°30'00"E |
| L21 | 68.41' | S23°56'54"E |

PARCEL 1
21.493 ACRES

PARCEL 3
9.588 ACRES

PARCEL 2
1.651 ACRES

INTERSTATE - 215

NOTICE OF DRAINAGE FEES:
NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN PERRIS VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, PURSUANT TO SECTION 1025 OF ORDINANCE 660 AND SECTION 660B, ET SEQ. OF THE CALIFORNIA WATER CONTROL ACT. NOTICE IS FURTHER GIVEN THAT TO FEES FOR SAID DRAINAGE AREA. NOTICE IS FURTHER GIVEN THAT PURSUANT TO SECTION 1025 OF ORDINANCE 660, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH CASHIER'S CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE PERMIT. THE PERMIT SHALL BE VALID FOR THE TERM OF THE PERMIT. THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

EXISTING EASEMENTS:

- △ CENTERLINE OF A SOUTHERN SIERRAS POWER COMPANY EASEMENT FOR PUBLIC UTILITIES RECORDED 6/21/1923, BK. 040, PG. 412, O.R.
- △ CENTERLINE OF A SOUTHERN SIERRAS POWER COMPANY EASEMENT FOR PUBLIC UTILITIES RECORDED 8/31/1933, BK. 134, PG. 314, O.R.
- △ CENTERLINE OF A SOUTHERN SIERRAS POWER COMPANY EASEMENT FOR PUBLIC UTILITIES RECORDED 6/22/1931, BK. 132, PG. 300, O.R.
- △ CENTERLINE OF A NEVADA-CALIFORNIA ELECTRIC CORPORATION EASEMENT FOR PUBLIC UTILITIES RECORDED 4/7/1939, BK. 413, PG. 419, O.R.
- △ ADJUTER'S RIGHTS RELINQUISHED TO OR FROM FREEWAY PER R7
- △ ADJUTER'S RIGHTS RELINQUISHED TO OR FROM BANHOVA EXPRESSWAY PER DOCUMENT RECORDED 9/18/1938 FILED IN BOOK 2334, PAGES 275-278
- △ ADJUTER'S RIGHTS RELINQUISHED TO OR FROM HIGHWAY 395 PER DOCUMENT RECORDED 11/24/1981 AS INSTRUMENT NO. 216000
- △ ADJUTER'S RIGHTS RELINQUISHED TO OR FROM HIGHWAY 395 PER DOCUMENT RECORDED 5/11/1984 AS INSTRUMENT NO. 100800

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Perris
101 N. D Street
Perris, CA 92570
Attn: City Clerk

(Space Above For Recorder's Use)

Resolution Number 4958 - Street Vacation No. 13-05-0018

Title of Document

TRA: _____
DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE
SPACE FOR RECORDING INFORMATION
(Additional Recording Fee Applies)

ATTACHMENT - 3

RESOLUTION NUMBER 4958

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING DEVELOPMENT PLAN REVIEW 12-10-0005, STREET VACATION 13-05-0018, TENTATIVE PARCEL MAP 13-05-0017 (TPM 36512) AND TENTATIVE PARCEL MAP 13-05-0016 (TPM 36582) TO FACILITATE THE CONSTRUCTION OF TWO WAREHOUSE BUILDINGS TOTALING 1,455,781 SQUARE FEET LOCATED NORTH OF RAMONA EXPRESSWAY BETWEEN THE I-215 FREEWAY AND WEBSTER AVENUE, SUBJECT TO CONDITIONS OF APPROVAL AND THE FINDINGS NOTED HEREIN.

WHEREAS, the Optimus Logistics Center I ("Project") proposes to construct two warehouse buildings, totaling 1,455,781 square feet with associated parking and other site improvements, and on and off-site infrastructure improvements on 68.99 acres located north of Ramona Expressway between the I-215 Freeway and Ramona Expressway; and

WHEREAS, a Development Plan Review application (*DPR 12-10-0005*) was submitted for consideration of architectural design and site layout; and

WHEREAS, Tentative Parcel Map 36512 (TPM 13-05-0017) and Tentative Parcel Map 36582 (TPM 13-05-0016) applications were submitted to allow the two industrial buildings to sit on their own parcels; and

WHEREAS, a Street Vacation (ST VAC 13-05-0018) application was submitted to eliminate a section of Patterson Avenue and unimproved Perry Street.

WHEREAS, the proposed Development Plan Review 12-10-0006, Tentative Parcel Map 36512 (TPM 13-05-0017), Tentative Parcel Map 36582 (TPM 13-05-0016) and Street Vacation 13-05-0018 (collectively, the "Project") are considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, the City Council has certified the Environmental Impact Report (*EIR/State Clearinghouse #2012111003*) for the Project; and

WHEREAS, on May 6, 2015, the Planning Commission conducted a duly noticed public hearing on the Project and at the meeting recommended approval of the Project after considering public testimony and materials in the staff report and accompanying documents; and

WHEREAS, on June 9, 2015, the City Council conducted a duly noticed public hearing on the project and after the hearing was closed, voted 4-0 to continue the project after considering public testimony and materials in the staff report and accompanying documents; and

WHEREAS, at the time of the hearing on June 9, 2015, one position on the City Council was vacant. A new Councilmember was elected to fill that vacancy and was sworn into office on December 8, 2015. The new Councilmember has reviewed all of the written materials, public testimony, and discussion from the hearing on June 9, 2015; and

WHEREAS, on January 12, 2016, the City Council conducted a duly noticed public hearing on the Project, at which time all interested persons were given full opportunity to be heard to present evidence; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City during all Project meetings and hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

Section 2. City Council Resolution Number 4957 found that all the requirements of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines and the City's Local CEQA Guidelines have been satisfied in the EIR, which is sufficiently detailed so that all of the significant environmental effects of the Project have been adequately evaluated, and certified the EIR.

Section 3. The City Council further finds, based upon the information contained within the staff report and accompanying attachments, as well as any written or oral testimony presented at the public hearing, with respect to the Optimus Logistics Center I, the following regarding Tentative Parcel Map 36512, Tentative Parcel Map 36582, Street Vacation 13-05-0018 and Development Plan Review 12-10-0005:

TPM 36512 and 36582: Street Vacation 13-05-0018 Findings:

(a) Tentative Parcel Maps 36512 and 36582 are consistent with the Specific Plan land use designation of Light Industrial all other applicable General Plan policies, as amended; and

(b) Tentative Parcel Maps 36512 and 36582 are consistent with the Specific Plan land use designation of Light Industrial and all other applicable Zoning Code standards, as amended; and

(c) Tentative Parcel Maps 36512 and 36582 are in compliance with the Subdivision Map Act; and

(d) The site is physically suitable to restructure lot lines and vacate streets to facilitate the industrial development; and

(e) The design of Tentative Parcel Maps 36512 and 36582 and the type of improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, other than as addressed by the adopted Statement of Overriding Considerations of Environmental Impact; and

(f) The design of Tentative Parcel Maps 36512 and 36582 and the type of improvements are unlikely to cause serious public health problems; and

(g) The design of Tentative Parcel Maps 36512 and 36582 and the type of improvements will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of property within the proposed subdivision; and

(h) The discharge of waste from implementation of Tentative Parcel Maps 36512 and 36582 will not result in violation of existing requirements prescribed by a California Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the California Water Code.

Development Plan Review Findings:

(a) Development Plan Review 12-10-0005, is consistent with the Specific Plan land use designation (Light Industrial) and other applicable General Plan policies, including the location, size, design, and intensity of the development and related improvements; and

(b) Development Plan Review 12-10-0005, including the location, size, design, density and intensity of the development and related improvements, is consistent with the Zoning designation of Light Industrial and all other applicable Zoning Code standards, as amended; and

(c) All requirements of the California Environmental Quality Act have been met; and

(d) The site is physically suitable for the location, size, design, density, and intensity of the plotting and architectural design for the type of industrial development; and

(e) Development Plan Review 12-10-0005, including the location, size, design, density and intensity of the development and related improvements, is consistent with the Sustainable Community Element of the General Plan, in that the Project supports the City's commitment to protect the environment, improve quality of life, and promote sustainable development by incorporating certain measures into the design, construction, and maintenance of the buildings and overall project development.

(f) The subject site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of light industrial development proposed with Development Plan Review 12-10-0005; and

(g) Development Plan Review 12-10-0005 and the conditions under which it would be operated or maintained is compatible with abutting properties and will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity; and

(h) The architecture of Development Plan Review 12-10-0005 is compatible with community standards and protects the character of other City industrial developments; and

(i) The landscaping plan of Development Plan Review ensures visual relief and provides an attractive environment for the public's enjoyment; and


(j) The safeguards necessary to protect the public health, safety and general welfare have been required for Development Plan Review 12-10-0005.

Section 4. The City Council hereby approves Tentative Parcel Map 36512 (TPM 13-05-0017), Tentative Parcel Map 36582 (TPM 13-05-0016), Street Vacation 13-05-0018 and Development Plan Review 12-10-0005 for the Optimus Logistics Center I Project, based on the information and findings presented in the staff report and supporting exhibits, as well as all written and oral testimony presented at the public hearing, and subject to the attached Conditions of Approval.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

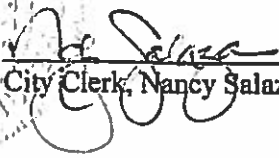
Section 7. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 12th day of January, 2016.



Mayor, Daryl R. Busch

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 4958 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of January 2016, by the following called vote:

AYES: ROGERS, YARBROUGH, BUSCH
NOES: BURKE, RABB
ABSENT: NONE
ABSTAIN: NONE

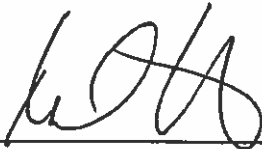

City Clerk, Nancy Salazar



Attachments: Conditions of Approval (*Planning, Engineering & Public Works*)

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LAND LYING WITHIN LOT 17 IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PERRY'S RE-SUBDIVISION ON FILE IN BOOK 7, PAGE 45 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DESCRIBED IN PARCEL NO. 6936-2 OF GRANT DEED CONVEYED TO THE STATE OF CALIFORNIA PER DOCUMENT RECORDED FEBRUARY 14, 1983 AS INSTRUMENT NO. 27388, OFFICIAL RECORDS OF SAID COUNTY.



MICHAEL JAMES KNAPTON
P.L.S.8012
REV: 11/10/2016

11/15/16


DATE



Legal Description Continues on the Next Page

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LAND LYING WITHIN LOT 7, BLOCK 7 IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY VAL VERDE TRACT ON FILE IN BOOK 1, PAGE 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DESCRIBED IN GRANT DEED TO THE STATE OF CALIFORNIA PER DOCUMENT RECORDED JANUARY 25, 1983 AS INSTRUMENT NO. 14970, OFFICIAL RECORDS OF SAID COUNTY.



MICHAEL JAMES KNAPTON
P.L.S.8012
REV: 11/10/2016

11/15/16
DATE



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
1900 Main Street, 5th Floor
Irvine, California 92614-7321
Attn: Matthew R. Fogt, Esq.

(Above Space For Recorder's Use Only)

Documentary Transfer Tax: \$ EXEMPT. The value of the property in this conveyance, exclusive of liens and encumbrances, is \$100.00 or less, and there is no additional consideration received by the grantor, R & T 11911.

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF PERRIS, a municipal corporation in the County of Riverside, State of California ("**Grantor**"), hereby REMISES, RELEASES AND QUITCLAIMS to GAYLE POPE MORRISON, trustee of the Gayle Pope Morrison Trust dated June 5, 2013; BRADLEY C. POPE, co-trustee of the Bradley C. Pope and Laura A. Pope Family Trust dated June 21, 2007, LAURA A. POPE, co-trustee of the Bradley C. Pope and Laura A. Pope Family Trust dated June 21, 2007 ("**Grantee**"), all of its right, title and interest in and to that certain real property and improvements located in the City of Perris, County of Riverside, State of California, which real property is legally described on Exhibit A attached hereto ("**Property**").

The quitclaim deed is recorded in connection with the recordation of Parcel Map No. 36512, whereby the City vacated former public rights-of-way and is to ensure that fee title to the former rights-of-way is transferred to the adjacent property owner.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Quitclaim Deed has been executed by Grantor as of this ___ day of _____, 2017.

GRANTOR:

APPROVED AS TO FORM:

City Attorney

**CITY OF PERRIS,
a municipal corporation**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CONSENT:

By: _____
City Clerk

ACKNOWLEDGMENT

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

State of California)
County of Orange)

On _____, before me, _____,
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature _____

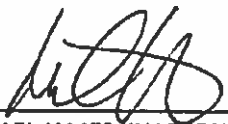
(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

THAT PORTION OF LAND LYING WITHIN LOT 7, BLOCK 7 IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY VAL VERDE TRACT ON FILE IN BOOK 1, PAGE 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DESCRIBED IN GRANT DEED TO THE STATE OF CALIFORNIA PER DOCUMENT RECORDED JANUARY 25, 1983 AS INSTRUMENT NO. 14970, OFFICIAL RECORDS OF SAID COUNTY.



MICHAEL JAMES KNAPTON
P.L.S.8012
REV: 11/10/2016

11/15/16
DATE



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
1900 Main Street, 5th Floor
Irvine, California 92614-7321
Attn: Matthew R. Fogt, Esq.

(Above Space For Recorder's Use Only)

Documentary Transfer Tax: \$ EXEMPT. The value of the property in this conveyance, exclusive of liens and encumbrances, is \$100.00 or less, and there is no additional consideration received by the grantor, R & T 11911.

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF PERRIS, a municipal corporation in the County of Riverside, State of California ("**Grantor**"), hereby REMISES, RELEASES AND QUITCLAIMS to SUE SWOFFER WARD, a married woman, as her sole and separate property, who acquired title in part as Sue Ward, as to and undivided 50% interest, and KAY SWOFFER FOLLETT, a married woman, as her sole and separate property, who acquired title in part as Kay Follett, as to an undivided 50% interest ("**Grantee**"), all of its right, title and interest in and to that certain real property and improvements located in the City of Perris, County of Riverside, State of California, which real property is legally described on Exhibit A attached hereto ("**Property**").

The quitclaim deed is recorded in connection with the recordation of Parcel Map No. 36582, whereby the City vacated former public rights-of-way and is to ensure that fee title to the former rights-of-way is transferred to the adjacent property owner.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Quitclaim Deed has been executed by Grantor as of this ___ day of _____, 20__.

GRANTOR:

APPROVED AS TO FORM:

City Attorney

**CITY OF PERRIS,
a municipal corporation**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CONSENT:

By: _____
City Clerk

ACKNOWLEDGMENT

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

State of California)
County of Orange)

On _____, before me, _____,
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature _____

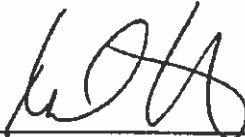
(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

THAT PORTION OF LAND LYING WITHIN LOT 17 IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PERRY'S RE-SUBDIVISION ON FILE IN BOOK 7, PAGE 45 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DESCRIBED IN PARCEL NO. 6936-2 OF GRANT DEED CONVEYED TO THE STATE OF CALIFORNIA PER DOCUMENT RECORDED FEBRUARY 14, 1983 AS INSTRUMENT NO. 27388, OFFICIAL RECORDS OF SAID COUNTY.



MICHAEL JAMES KNAPTON
P.L.S.8012
REV: 11/10/2016

11/15/16
DATE



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Perris
101 N. D Street
Perris, CA 92570
Attn: City Clerk

(Space Above For Recorder's Use)

No documentary transfer tax per Rev & Tax Code §11922
Free Recording Requested per Govt Code §§27383 & 6103

GRANT OF TEMPORARY EASEMENT FOR PUBLIC STREET

This GRANT OF TEMPORARY EASEMENT FOR PUBLIC STREET (“**Easement Agreement**”) dated December 15, 2016, is made by and between

(a) GAYLE POPE MORRISON, trustee of the Gayle Pope Morrison Trust dated June 5, 2013; BRADLEY C. POPE, co-trustee of the Bradley C. Pope and Laura A. Pope Family Trust dated June 21, 2007, and LAURA A. POPE, co-trustee of the Bradley C. Pope and Laura A. Pope Family Trust dated June 21, 2007 as to the Pope Easement Area (as defined on Exhibit A) (collectively, “**Pope**”), and SUE SWOFFER WARD, a married woman, as her sole and separate property (who acquired title in part as Sue Ward), as to an undivided 50% interest, and KAY SWOFFER FOLLETT, a married woman, as her sole and separate property (who acquired title in part as Kay Follett), as to an undivided 50% interest as to the Swoffer Easement Area (as defined on Exhibit A) (collectively, “**Swoffer**”) (Pope and Swoffer, collectively, “**Grantor**”), and

(b) the CITY OF PERRIS, a municipal corporation in the County of Riverside, State of California (“**City**”).

RECITALS:

A. On January 12, 2016, the City Council of the City of Perris adopted, signed, and approved Resolution Number 4958 (“**Resolution**”) which vacates a portion of Patterson Avenue pursuant to Street Vacation 13-05-0018 (“**Vacated Patterson Avenue**”). A copy of the Resolution is being recorded concurrently with this Easement Agreement.

B. Concurrently with the recordation of this Easement Agreement, City is granting (i) to Swoffer fee title to the Vacated Patterson Avenue within Parcel Map No. 36582, and (ii) to Pope fee title to the Vacated Patterson Avenue within Parcel Map No. 36512, pursuant to those certain Quitclaim Deeds from City and recorded concurrently with this Easement Agreement. (“**Quitclaim Deeds**”).

C. The Resolution and Quitclaim Deeds relate to the concurrent recordation of Parcel Map No. 36512 and Parcel Map No. 36582 (collectively, “**Parcel Maps**”), which Parcel Maps also confirm and evidence the vacation of Vacated Patterson Avenue by City.

D. City desires that the public be allowed to continue to use that portion of the Vacated Patterson Avenue which is described on Exhibit A attached hereto and incorporated herein by reference ("**Easement Area**") as a public street pursuant to the terms and conditions of this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Ownership of Easement Area.** Pope and Swoffer, jointly and severally, represent and warrant to City that as of the date of recordation of this Easement Agreement, they own fee title to the Easement Area and have authority to enter into this Easement Agreement which is binding on them and their respective successors and assigns.

2. **Grant of Easement to City.** Grantor hereby GRANTS to City, a temporary easement for use as a public street over the Easement Area ("**Easement**") which is appurtenant to the real property owned by Grantor in which the Easement Area is located ("**Underlying Property**"). Grantor, their assigns and successors as owners of the Underlying Property, shall be bound by all the terms and conditions contained in this Easement Agreement in accordance with Civil Code Section 1468.

3. **Maintenance of the Easement Area.** During the Term, City shall be responsible for maintaining and repairing the existing street improvements within the Easement Area. City shall not permit any new facilities to be installed within the Easement Area during the Term.

4. **Insurance Obligations.** During the Term, City shall maintain in full force and effect liability insurance with respect to the Easement to the same extent that it normally maintains insurance with respect to all streets and right of ways within the City road system.

5. **Indemnification.** To the extent permitted by the law, City agrees to indemnify, defend and save harmless Grantor, its directors, officers, employees, and members from and against all losses, costs, liabilities, damages, claims and expenses, of every kind and description, including reasonable attorneys' fees, arising out of or resulting from the use of the Easement pursuant to this Easement Agreement except to the extent such claim arises from Grantor's negligence or willful misconduct.

6. **Term.** This Easement Agreement shall commence on the date of its recordation in the Official Records of Riverside County ("**Official Records**") and terminate upon the first to occur of: (a) thirty (30) days written notice from Grantor to City indicating that Grantor has obtained the grading permit for construction of improvements within the Easement Area; or (b) ten (10) days prior written notice to Grantor stating its intent to terminate the Easement.

7. **Release Documents.** Upon termination of the Easement, City agrees to execute and acknowledge a document to confirm the termination of this Easement Agreement which shall be recorded in the Official Records.

8. **Amendment.** This Easement Agreement may be amended only by written agreement executed and acknowledged by both Grantor and City and recorded in the Official Records.

9. **Attorney's Fees.** In the event of a dispute under this Agreement, the prevailing party shall be entitled to recover their attorney's fees and costs.

10. **Notice.** Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor: c/o Knudsen Law Office
10632 Star Thistle Court
Highlands Ranch, CO 80126
Attention: Curtis E. Knudsen

Grantee: City of Perris
101 N. D Street
Perris, CA 92570
Attn: City Manager

With Copy to: City of Perris
101 N. D Street
Perris, CA 92570
Attn: City Attorney

11. **Governing Law.** This Easement Agreement will be governed by the laws of the State of California without regard to its conflict of law provisions.

12. **Counterpart.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute a single agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Easement Agreement has been executed as of the date specified hereinabove.

GRANTOR:

Gayle Pope Morrison 12-15-16
GAYLE POPE MORRISON, trustee of the
Gayle Pope Morrison Trust dated June 5, 2013

Sue Swoffer Ward 12-15-16
SUE SWOFFER WARD, a married
woman, as her sole and separate property
(who acquired title in part as Sue Ward)
as to and undivided 50% interest

Bradley C. Pope 12-15-16
BRADLEY C. POPE, co-trustee of the
Bradley C. Pope and Laura A. Pope Family
Trust dated June 21, 2007

Kay Swoffer Follett 12/15/16
KAY SWOFFER FOLLETT, a married
woman, as her sole and separate property
(who acquired title in part as Kay Follett)
as to an undivided 50% interest

Laura A. Pope 12-15-16
LAURA A. POPE, co-trustee of the Bradley
C. Pope and Laura A. Pope Family Trust
dated June 21, 2007

[Signatures Continue on the Following Page]

GRANTEE:

City of Perris, a municipal corporation

By: _____
Richard Belmudez
City Manager

ATTEST:

Judy L. Haughney, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

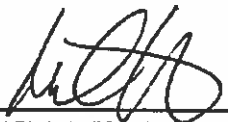
EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

Pope Easment Area:

The land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

THAT PORTION OF LAND LYING WITHIN LOT 7, BLOCK 7 IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY VAL VERDE TRACT ON FILE IN BOOK 1, PAGE 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DESCRIBED IN GRANT DEED TO THE STATE OF CALIFORNIA PER DOCUMENT RECORDED JANUARY 25, 1983 AS INSTRUMENT NO. 14970, OFFICIAL RECORDS OF SAID COUNTY.



MICHAEL JAMES KNAPTON
P.L.S.8012
REV: 11/10/2016

11/15/16
DATE

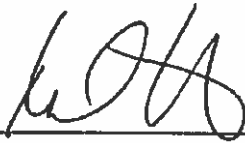


[Legal Description Continues on the Following Page]

Swoffer Easement Area:

The land referred to herein below is situated in the City of Perris, County of Riverside, State of California, and is described as follows:

THAT PORTION OF LAND LYING WITHIN LOT 17 IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PERRY'S RE-SUBDIVISION ON FILE IN BOOK 7, PAGE 45 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DESCRIBED IN PARCEL NO. 6936-2 OF GRANT DEED CONVEYED TO THE STATE OF CALIFORNIA PER DOCUMENT RECORDED FEBRUARY 14, 1983 AS INSTRUMENT NO. 27388, OFFICIAL RECORDS OF SAID COUNTY.



MICHAEL JAMES KNAPTON
P.L.S.8012
REV: 11/10/2016

11/15/16
DATE



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 DECEMBER 15, 2016 before me, CECILIA TAMAYO,
(insert name of notary)

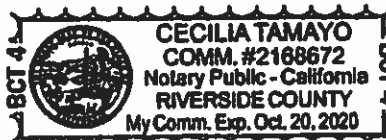
Notary Public, personally appeared BRADLEY C. POPE & LAURA A. POPE,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/~~they~~
in his/her/~~their~~ authorized capacity(ies), and that by 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

Cecilia Tamayo



(Seal)

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On Dec 15, 2016 before me, Andrea Michaela Hart,
(insert name of notary)

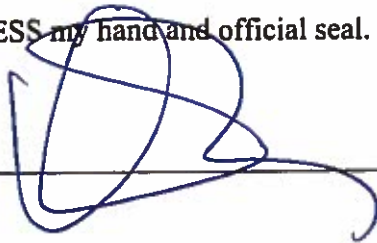
Notary
Public

Notary Public, personally appeared Kay Snodder Folkert,
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 _____



ACKNOWLEDGMENT

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

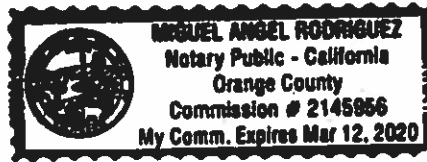
State of California)
County of Orange)

On December 15, 2016, before me, Miguel A Rodriguez
(insert name of notary)

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

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

WITNESS my hand and official seal.



Signature 

(Seal)

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 Los Angeles)

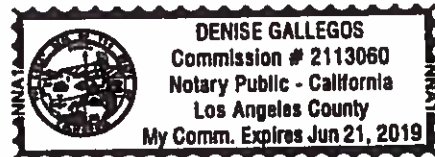
On December 15, 2016 before me, Denise Gallegos, Notary Public
(insert name and title of the officer)

personally appeared *****Sue Swoffer Ward*****
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 *Denise Gallegos* (Seal)



ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, 201_, before me, _____,
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 10, 2017

SUBJECT: Billboard Relocation and Reconstruction Agreement with General Outdoor Advertising to replace an existing static billboard with a 45-foot tall digital billboard with display on both sides located at northeast corner of San Jacinto Avenue and G Street, adjacent to the I-215 Freeway.

REQUESTED ACTION: That the City Council authorize the City Manager or his designee to execute, on behalf of the City, the attached Billboard Relocation and Reconstruction Agreement and any related documents.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

General Outdoor Advertising ("General Outdoor") who currently owns an existing static billboard sign located at northeast corner of San Jacinto Avenue and G Street, adjacent to the I-215 Freeway, is proposing to replace the sign with a new 45-foot tall digital billboard with display on both sides that requires approval of a "Billboard Relocation and Reconstruction Agreement." The new billboard will be an improvement to the site and has been designed to incorporate the City logo and an architecturally enhanced pole design. Although this is a replacement of an existing sign, the proposal is allowed subject to the approval of a Billboard Relocation Agreement by the City Council, as the new billboard consists of a digital display and exceeds the maximum allowable 300-sq. ft. sign area. The new sign proposes 672 sq. ft. of signage area. This is consistent in signage area and height with the proposed Lamar Billboard signs approved by City Council on January 14, 2014.

As part of the "Billboard Relocation and Reconstruction Agreement" the following shall be required:

- ❖ Subject to obtaining City permits and other agency permits, Outdoor Billboard may relocate and reconstruct the existing billboard with a digital display.
- ❖ Outdoor Billboard voluntarily agrees to permit the City to place two public service announcements on a continuous basis throughout the term of the agreement. Public service announcements include Amber Alerts and Wanted Criminal Postings from City's Police Department and other public or community messages similar in nature. Outdoor Billboard will pay for all costs of production and installation.
- ❖ Outdoor Billboard voluntarily agrees that it will not advertise for adult entertainment or nudity.

If the City Council approves the Billboard Relocation and Reconstruction Agreement, the applicant will be required to proceed with the application of a Conditional Use Permit. In order to approve this request, the City Council must make the following findings:

- ❖ “The proposed agreement is consistent with the goals, objectives, purposes and provisions of the Perris General Plan and the Perris Municipal Code;”
- ❖ “The proposed relocation site is compatible with the uses and structures on the site and in the surrounding area;”
- ❖ “The proposed Relocation Agreement either: 1) reduces the number of outdoor advertising displays within the City; or 2) in the case of relocations to accommodate a public project, the Relocation Agreement serves the public interest by eliminating the need for public fund expenditure;”
- ❖ “The proposed outdoor advertising display would not create a traffic or safety problem with regard to onsite access circulation or visibility;”
- ❖ “The proposed outdoor advertising display would not interfere with onsite parking or landscaping required by City ordinance or permit; ...”
- ❖ “The proposed outdoor advertising display would not otherwise result in a threat to the general health, safety and welfare of City residents.”

Staff is recommending that the City Council authorize the City Manager or his designee to execute the Billboard Relocation and Reconstruction Agreement as the proposal will remove a dilapidated static billboard sign and replace it with a modern billboard that will incorporate the City logo. As well, the City will receive one screen ad in the normal rotation on a continuous basis throughout the term of the agreement at no cost to the City to display public service announcements.

BUDGET (or FISCAL) IMPACT: The City has no expense involved with the agreement. The City will benefit with allowance to have a public service announcement in the normal rotation on a continuous basis throughout the term of the agreement at no cost.

Prepared by: Kenneth Phung, Project Planner

City Attorney: Eric Dunn
 Interim Assistant City Manager: Darren Madkin *DM*
 Asst. Director of Finance *JE*

Consent: January 10, 2017

Attachments: Attachment 1 – Proposed Billboard Sign
 Attachment 2 – Billboard Relocation and Reconstruction Agreement, including exhibits.

BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT

THIS BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT (“Agreement”) is entered into as of this ____ day of _____, 2017 (the “Effective Date”), by and between the CITY OF PERRIS, a public body, corporate and politic (“City”), and SAN DIEGO OUTDOOR ADVERTISING INC., dba GENERAL OUTDOOR ADVERTISING, a California company (“Company”). Hereafter City and Company are sometimes referred to as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq, encourages local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications;

WHEREAS, the California Outdoor Advertising Act specifically empowers, and encourages, local agencies to enter into relocation agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for relocation of displays;

WHEREAS, the City has adopted Chapter 19.75 of the Perris Municipal Code that provides for the relocation of billboards as contemplated by California Business and Professions Code Section 5412 (Chapter 19.75 of the Perris Municipal Code and California Business and Professions Code Section 5412 hereinafter are collectively referred to as “Billboard Relocation Law”).

WHEREAS, Company has an interest over certain property located on the west side of the Interstate 215 Freeway, north of 4th Street, and with Assessor’s Parcel No. 311-190-018, within the City of Perris (“Property”) that permits Company to operate and maintain an existing advertising sign, as shown in Exhibit “A,” (“Billboard Site”) upon which is located an existing static billboard advertising structure that Company operates, as described in Exhibit “A,” (“Existing Billboard”); and

WHEREAS, Company desires to relocate and reconstruct the Existing Billboard with one (1) new 45 foot tall digital billboard with advertisement displays on both sides which automatically change digital messages (“Digital Displays”) or (“Relocated Billboard”), as described in Exhibit “B” herein; and

WHEREAS, City and Company now wish to enter into this Agreement to memorialize the terms and conditions upon which Company will be authorized to relocate and reconstruct the Existing Billboard with the Relocated Billboard.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. RECITALS

The Recitals set forth above are incorporated herein by this reference.

2. EFFECTIVE DATE; TERM.

Contingent upon approval by the City per Perris Municipal Code (“PMC”) § 19.75.130(E), this Agreement shall be effective upon the execution by both parties and, unless terminated earlier as provided in this Agreement, this Agreement shall continue in full force and effect for so long as any obligation is owed by either Party pursuant to the terms of this Agreement.

3. CITY FINDINGS.

The City Council finds that this Agreement is in the public interest of the City and its residents; that adopting this Agreement constitutes a present exercise of the City’s police power; that this Agreement is consistent with the City’s General Plan and the Perris Municipal Code; that the proposed relocation site is compatible with the uses and structures on the site and in the surrounding area; that this Agreement either reduces the number of outdoor advertising displays within the City by reducing, through the use of the Digital Displays, clutter created by proliferation of billboards in the community and improve the appearance of the City; that the Relocated Billboard will not create a traffic or safety problem with regard to onsite access circulation or visibility; that the Relocated Billboard will not interfere with onsite parking or landscaping required by the Perris Municipal Code or permit; and that the Relocated Billboard will not otherwise result in a threat to the general health, safety and welfare of Perris Residents. As material consideration for the City’s approval of this Agreement, Company shall provide the public services to the City, as set forth in Section 6 below.

Company understands and hereby acknowledges that the effectiveness of this Agreement is subject to the Development Approvals, as described in Section 7 below.

4. BILLBOARD RELOCATION AND RECONSTRUCTION.

Company currently owns the Existing Billboard and has an interest in the Property, containing a total of two (2) static panels. In exchange for the covenants provided in this Agreement, Company shall be authorized to relocate and reconstruct the Existing Billboard as provided in Exhibit B, attached hereto and incorporated herein by this reference (“Relocated Billboard”), subject to securing the Development Approvals from City as provided in Section 7 below. In exchange for and in consideration of City’s Agreement to allow Company to relocate and reconstruct the Existing Billboard as provided for in this Agreement, Company shall provide City-sponsored Public Service Advertising on the Relocated Billboard and other public services as provided in Section 6 below.

5. COSTS OF RELOCATION AND OPERATION.

All costs for the removal, relocation or installation of Relocated Billboard or to secure or install utilities as well as ongoing utility costs to operate and maintain the Relocated Billboard shall be at Company's sole cost and Company shall not seek any reimbursement or contribution for such costs from City for any reason whatsoever.

6. PUBLIC SERVICES.

6.1 Public Service Announcements. City shall have the right to place two (2) public service announcements on the Relocated Billboard on a continuous basis throughout the Term of this Agreement, one (1) display oriented for viewing by northbound traffic and one (1) display oriented for viewing by southbound traffic on the Interstate 215 Freeway; provided, however, that such public service announcements shall be limited to one (1) showing of at least six (6) seconds per minute on the Relocated Billboard's Digital Displays. "Public Service Announcements" pursuant to this Agreement include, but are not limited to, City event announcements, emergency broadcasts, Amber Alerts and Wanted Criminal Postings from City's Police Department and other public or community messages similar in nature. The term, "Public Service Announcements" as used in this Section 6, expressly excludes displays that promote or advertise any privately owned, for-profit enterprise. Notwithstanding the foregoing, a display shall not be excluded from the definition of Public Service Announcement solely because a private, for-profit enterprise may receive an indirect financial benefit from an otherwise permitted Public Service Announcement. The display shall be planned and designed at City's sole cost, yet produced and installed at Company's sole cost, in cooperation with the City. Upon submittal of a proposed Public Service Announcement to Company, Company shall have five (5) days to review and approve the sign copy prior to its display. Company shall not unreasonably withhold such approval.

6.2 Prohibited Use. Company voluntarily covenants and agrees for itself, its successors and assigns, that any advertising displayed on the Relocated Billboard shall not contain any advertising for adult entertainment or nudity including, but not limited to, topless bars, nightclubs, establishments that feature nude dancing or any adult business featuring retail sales of adult novelty items, books, magazines, videos, or any material that could reasonably be considered pornographic.

7. CITY APPROVALS.

7.1 Required Permits and Process. Company shall, at its own expense and before commencement of demolition, construction, rehabilitation or development of any of the Existing Billboard, Relocated Billboard, or other work of improvement upon the Billboard Site, other than basic maintenance activities, submit proposed plans to City and obtain all permits required by City, including conditional use permits and building permits, in accordance with the Municipal Code (collectively, "Development Approvals"). City shall endeavor to review and process the Development Approvals and issue building permits for the Relocated Billboard promptly, provided that nothing herein shall be considered a pre-approval of the Relocated Billboard or an approval with or without a particular condition. Company shall not be obligated to commence demolition or construction if Development Approvals are not issued despite good faith effort by Company, and this Agreement shall be null and void.

7.2 Effect of Approval of Agreement. Company understands and agrees that the approval of this Agreement shall not be deemed or construed as granting any Development Approvals yet to be obtained from the City or any other entity having jurisdiction over the Project.

8. REGULATION BY OTHER PUBLIC AGENCIES.

The parties acknowledge that other public agencies, including but not limited to, the California Department of Transportation (“Caltrans”), which agencies are not subject to control by City, may possess authority to regulate aspects of the Project as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Company acknowledges and represents that, in addition to the City’s regulations, Company shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the Existing Billboard, Relocated Billboard, or Billboard Site. To the extent such other public agencies preclude development or maintenance of the Project, Company shall not be further obligated under this Agreement.

9. INSURANCE AND INDEMNITY.

9.1 Indemnity. Company, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims against City for damage to property and for injuries to persons in or about the New or Existing Billboard Site, from any cause relating to Company’s use and maintenance of the Existing Billboard or Relocated Billboard. Company shall indemnify the City, its officers, agents and employees and any successors or assigns to the City’s rights under this Agreement (collectively “City Parties”) and shall hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter “Indemnified Claims and Liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use and maintenance of the Existing Billboard or Relocated Billboard, or the Billboard Site by Company, its officers, agents and employees (collectively “Company Parties”), but only to the extent any such Indemnified Claims and Liabilities arise from (a) the failure of the Company Parties to keep the Billboard Site in good condition and repair, (b) the negligent acts or omissions of the Company Parties hereunder, or (c) the Company Parties’ negligent performance of or failure to perform any term or covenant of this Agreement, and in connection with the foregoing indemnity:

a. Company shall defend any action or actions filed in connection with any of said Indemnified Claims and Liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith; and the City Parties agree that Company may select legal counsel of its choice for such defense; and

b. Company shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Company shall save and hold the City and the City Parties harmless therefrom; and

c. In the event the City Parties are made a party to any action or proceeding filed or prosecuted against the Company Parties for such Indemnified Claims and

Liabilities, Company shall pay to the City any and all costs and expenses incurred by the City Parties in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Notwithstanding any other provision of this Agreement, Company's indemnification obligations as set forth in this Agreement shall survive the termination or expiration of this Agreement. Company and City further acknowledge that Company shall not indemnify the City Parties for any Indemnified Claims and Liabilities caused by or arising out of the gross negligence or willful misconduct of the City Parties.

9.2 Insurance. During the entire Agreement Term, without any period of lapse, Company shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the following policies of insurance:

a. Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City as an additional insured.

b. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which will include \$1,000,000 employer's liability.

Said policies of insurance shall name, by endorsement, the City as an additional insured. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days' prior written notice by certified or registered mail to City. Within five (5) business days of the execution of this Agreement and within at least thirty (30) days after the renewal of any such policy, Company shall provide City with certificates of insurance evidencing the required coverages and the naming of the City as additional insured, and shall additionally provide City with a copy of the endorsements naming the City as additional insured. In addition, Company, upon reasonable notice by City, shall make available for inspection by City at Company's office, copies of said insurance policies.

10. OWNERSHIP OF IMPROVEMENTS.

The Existing Billboard and Relocated Billboard shall be and remain the property of Company. Company's rights and powers with respect to the Existing Billboard or Relocated Billboard are subject to the terms and limitations of this Agreement.

11. GENERAL PROVISIONS

11.1 Assignment. Company shall only assign the rights and obligations obtained under this agreement with the approval of City, said approval shall not be unreasonably withheld.

11.2 Waiver. The waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

11.3 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to Company:
Attn. Tim Lynch
General Outdoor Advertising
632 S. Hope Ave.
Ontario California 91761

If to City:
City of Perris
101 North "D" Street
Perris, California 92570-1998

With a Copy to:
Ward and Ward, Attorneys at Law
Attn. Jay Ward
202 E. Airport Drive
Suite 120
San Bernardino, California 92408

With a Copy to:
Aleshire & Wynder LLP
Attn: Eric Dunn, City Attorney
18881 Von Karman Avenue, Suite 1700
Irvine, California 92612

Notices shall be deemed effective upon receipt or rejection only.

11.4 Authority to Enter Agreement. All Parties have the requisite power and authority to execute, deliver and perform the Agreement. All Parties warrant that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11.5 Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

11.6 Attorneys' Fees. In the event of litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, including attorneys' fees on appeal, and all other reasonable costs and expenses for investigation of such action, including the conducting of discovery, in addition to whatever other relief to which it may be entitled.

11.7 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

11.8 Miscellaneous. This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the Agreement. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California. Venue for any dispute shall be in Riverside County, California.

11.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
City Attorney

“CITY”:

CITY OF PERRIS

By: _____
City Manager

“COMPANY”

By: _____
By: _____
Its: _____

By: _____
By: _____
Its: _____

EXHIBIT "A"
Billboard Site and Existing Billboard

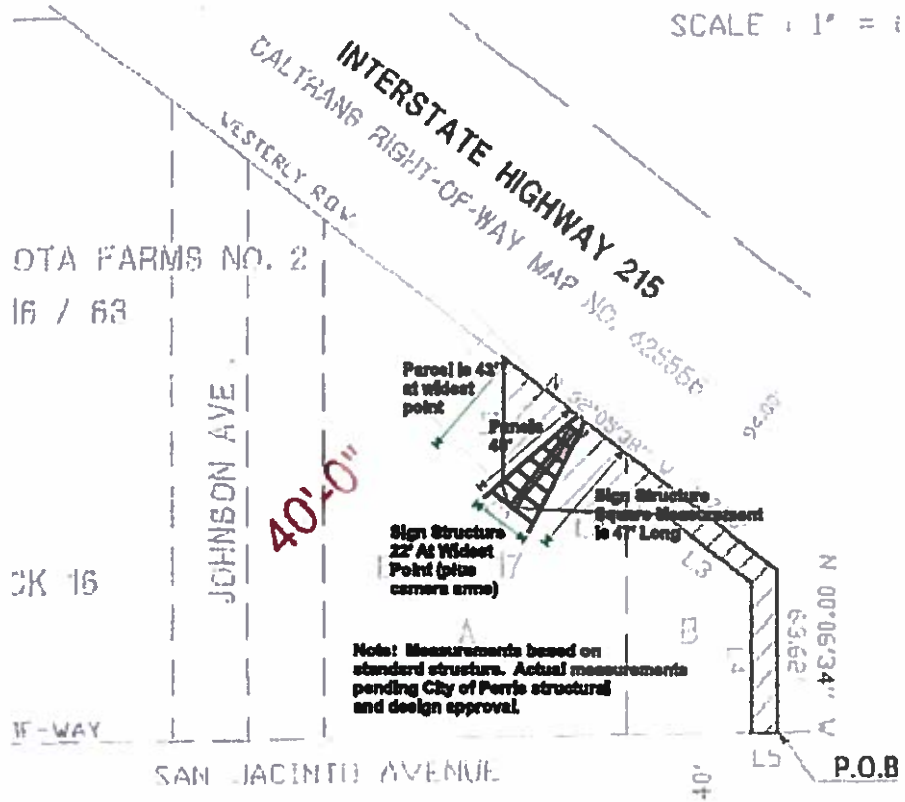
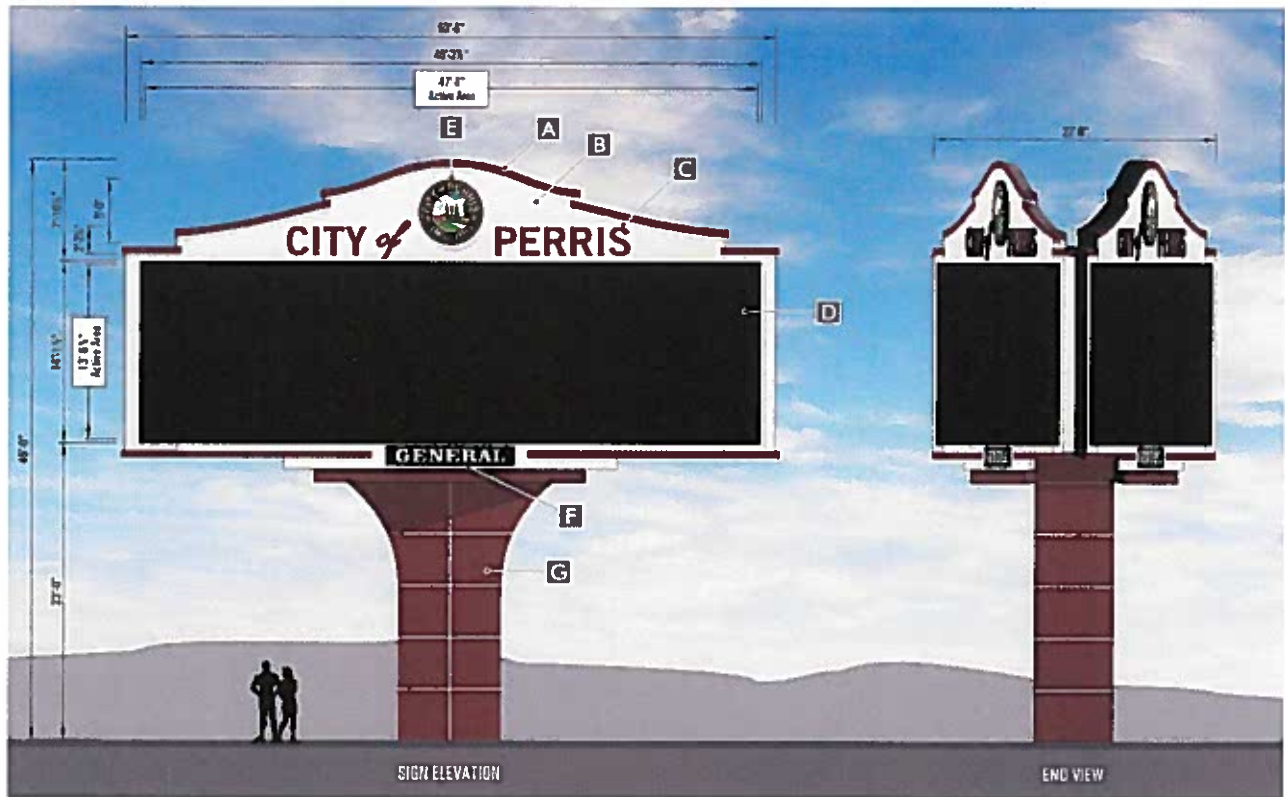
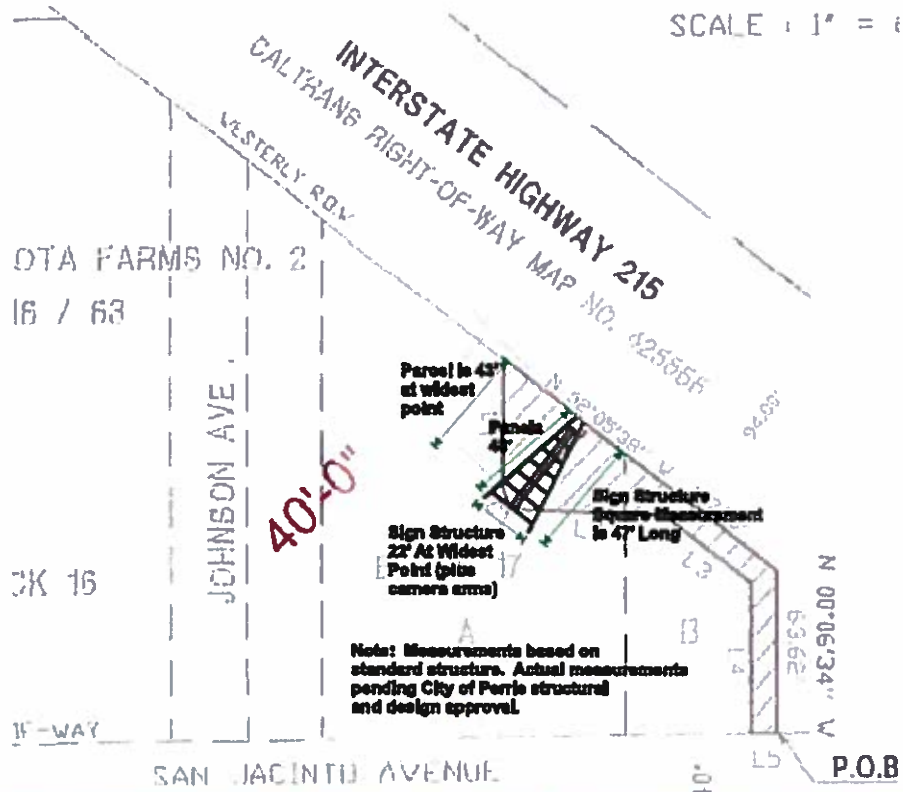


EXHIBIT "B"
Relocated Billboard

SCALE : 1" = 6'



CITY COUNCIL/SUCCESSOR AGENCY
AGENDA SUBMITTAL
January 10, 2017

SUBJECT: Recognized Obligation Payment Schedule (ROPS)

REQUESTED ACTION: Successor Agency to the Redevelopment Agency of the City of Perris: 1) Approve and Adopt the Agency's Recognized Obligation Payment Schedule.

CONTACT: Michael McDermott, Interim Deputy City Manager 

BACKGROUND/DISCUSSION:

In connection with the approval and adoption of the State Budget for Fiscal Year 2011-12, the California Legislature adopted, and the Governor signed, ABx1 26 (Stats. 2011, chap. 5, "ABx1 26") (the "Dissolution Act"), which aimed to dissolve all redevelopment agencies in the State of California.


The Successor Agency is responsible for operation of the former Redevelopment Agency's programs (within the limits of the statute) and the disposal of its assets. Following the dissolution and the Agency is required to adopt a Recognized Obligation Payment Schedule ("ROPS"). The ROPS must follow a multi-step approval process. It must be reviewed and approved by the Oversight Board, and then, ultimately, the approved ROPS must be submitted to the State Controller's Office and the Department of Finance.

The recommended ROPS covers the period from July 2017 through June 2018. The ROPS is generally consistent in recognizing existing obligations of the Redevelopment Agency as expenditures to be made for the remainder of the calendar year.


BUDGET (or FISCAL) IMPACT:

Adoption of a Recognized Obligation Payment Schedule is required to ensure that all required payments are made. The total costs of the obligations for the months of July 2017 through June 2018 are noted in the ROPS.

Reviewed by:

Assistant City Manager: 

Interim Deputy City Manager:

Finance: 

Attachments: Recognized Obligation Payment Schedule

Consent: XXX

Recognized Obligation Payment Schedule (ROPS 17-18) - Summary

Filed for the July 1, 2017 through June 30, 2018 Period

Successor Agency: Perris
 County: Riverside

| | 17-18A Total (July - December) | 17-18B Total (January - June) | ROPS 17-18 Total |
|---|-----------------------------------|----------------------------------|------------------|
| Current Period Requested Funding for Enforceable Obligations (ROPS Detail) | | | |
| A Enforceable Obligations Funded as Follows (B+C+D): | \$ - | \$ - | - |
| B Bond Proceeds | - | - | - |
| C Reserve Balance | - | - | - |
| D Other Funds | - | - | - |
| E Redevelopment Property Tax Trust Fund (RPPTF) (F+G): | \$ 3,884,257 | \$ 1,618,976 | \$ 5,503,233 |
| F RPPTF | 3,759,257 | 1,493,976 | 5,253,233 |
| G Administrative RPPTF | 125,000 | 125,000 | 250,000 |
| H Current Period Enforceable Obligations (A+E): | \$ 3,884,257 | \$ 1,618,976 | \$ 5,503,233 |

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (o) of the Health and Safety code, I
 hereby certify that the above is a true and accurate Recognized
 Obligation Payment Schedule for the above named successor
 agency.

| | |
|-----------|-------|
| Name | Title |
| /s/ | Date |
| Signature | Date |

Ferrets Recognized Obligation Payment Schedule (RPO's 17-118) - ROP's Data

July 1, 2017 through June 30, 2018

(Report Amounts in Whole Dollars)

| A | B | C | D | E | F | G | H | I | J | 17-118 (July - December) | | | | | | | | | | | | |
|--------|----------------------------|--------------------|---------------------------------------|--|---------|----------------------|--------------|---------------------------------------|-----------|--------------------------|----------------|-----------------|--------------|------|------------|-----------|----------------|-----------------|-----------|------|------------|--------------|
| | | | | | | | | | | RPO's 17-18 | | | Fund Sources | | | 17-114 | | | 17-118 | | | Fund Sources |
| Item # | Payment Method/Description | Collateral Type | Contract/Agreement Expiration Date | Contract/Agreement Termination Date | Payee | Debtors/Paid/Secured | Project Area | Total Outstanding End of Reporting | Report | Total | Board Proceeds | Revenue Sources | Chw Funds | BOTR | Admin BOTR | Total | Board Proceeds | Revenue Sources | Chw Funds | BOTR | Admin BOTR | Total |
| 1 | 2017-12-01 | General Obligation | 12/01/2017 | 12/01/2023 | US Bank | 100% | 2017-12-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 2 | 2018-01-01 | General Obligation | 01/01/2018 | 01/01/2024 | US Bank | 100% | 2018-01-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 3 | 2018-02-01 | General Obligation | 02/01/2018 | 02/01/2025 | US Bank | 100% | 2018-02-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 4 | 2018-03-01 | General Obligation | 03/01/2018 | 03/01/2026 | US Bank | 100% | 2018-03-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 5 | 2018-04-01 | General Obligation | 04/01/2018 | 04/01/2027 | US Bank | 100% | 2018-04-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 6 | 2018-05-01 | General Obligation | 05/01/2018 | 05/01/2028 | US Bank | 100% | 2018-05-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 7 | 2018-06-01 | General Obligation | 06/01/2018 | 06/01/2029 | US Bank | 100% | 2018-06-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 8 | 2018-07-01 | General Obligation | 07/01/2018 | 07/01/2030 | US Bank | 100% | 2018-07-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 9 | 2018-08-01 | General Obligation | 08/01/2018 | 08/01/2031 | US Bank | 100% | 2018-08-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 10 | 2018-09-01 | General Obligation | 09/01/2018 | 09/01/2032 | US Bank | 100% | 2018-09-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 11 | 2018-10-01 | General Obligation | 10/01/2018 | 10/01/2033 | US Bank | 100% | 2018-10-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 12 | 2018-11-01 | General Obligation | 11/01/2018 | 11/01/2034 | US Bank | 100% | 2018-11-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 13 | 2019-01-01 | General Obligation | 01/01/2019 | 01/01/2035 | US Bank | 100% | 2019-01-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 14 | 2019-02-01 | General Obligation | 02/01/2019 | 02/01/2036 | US Bank | 100% | 2019-02-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 15 | 2019-03-01 | General Obligation | 03/01/2019 | 03/01/2037 | US Bank | 100% | 2019-03-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 16 | 2019-04-01 | General Obligation | 04/01/2019 | 04/01/2038 | US Bank | 100% | 2019-04-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 17 | 2019-05-01 | General Obligation | 05/01/2019 | 05/01/2039 | US Bank | 100% | 2019-05-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 18 | 2019-06-01 | General Obligation | 06/01/2019 | 06/01/2040 | US Bank | 100% | 2019-06-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 19 | 2019-07-01 | General Obligation | 07/01/2019 | 07/01/2041 | US Bank | 100% | 2019-07-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 20 | 2019-08-01 | General Obligation | 08/01/2019 | 08/01/2042 | US Bank | 100% | 2019-08-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 21 | 2019-09-01 | General Obligation | 09/01/2019 | 09/01/2043 | US Bank | 100% | 2019-09-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 22 | 2019-10-01 | General Obligation | 10/01/2019 | 10/01/2044 | US Bank | 100% | 2019-10-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 23 | 2019-11-01 | General Obligation | 11/01/2019 | 11/01/2045 | US Bank | 100% | 2019-11-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 24 | 2020-01-01 | General Obligation | 01/01/2020 | 01/01/2046 | US Bank | 100% | 2020-01-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 25 | 2020-02-01 | General Obligation | 02/01/2020 | 02/01/2047 | US Bank | 100% | 2020-02-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 26 | 2020-03-01 | General Obligation | 03/01/2020 | 03/01/2048 | US Bank | 100% | 2020-03-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 27 | 2020-04-01 | General Obligation | 04/01/2020 | 04/01/2049 | US Bank | 100% | 2020-04-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 28 | 2020-05-01 | General Obligation | 05/01/2020 | 05/01/2050 | US Bank | 100% | 2020-05-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 29 | 2020-06-01 | General Obligation | 06/01/2020 | 06/01/2051 | US Bank | 100% | 2020-06-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 30 | 2020-07-01 | General Obligation | 07/01/2020 | 07/01/2052 | US Bank | 100% | 2020-07-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 31 | 2020-08-01 | General Obligation | 08/01/2020 | 08/01/2053 | US Bank | 100% | 2020-08-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 32 | 2020-09-01 | General Obligation | 09/01/2020 | 09/01/2054 | US Bank | 100% | 2020-09-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 33 | 2020-10-01 | General Obligation | 10/01/2020 | 10/01/2055 | US Bank | 100% | 2020-10-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 34 | 2020-11-01 | General Obligation | 11/01/2020 | 11/01/2056 | US Bank | 100% | 2020-11-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 35 | 2021-01-01 | General Obligation | 01/01/2021 | 01/01/2057 | US Bank | 100% | 2021-01-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 36 | 2021-02-01 | General Obligation | 02/01/2021 | 02/01/2058 | US Bank | 100% | 2021-02-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 37 | 2021-03-01 | General Obligation | 03/01/2021 | 03/01/2059 | US Bank | 100% | 2021-03-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 38 | 2021-04-01 | General Obligation | 04/01/2021 | 04/01/2060 | US Bank | 100% | 2021-04-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 39 | 2021-05-01 | General Obligation | 05/01/2021 | 05/01/2061 | US Bank | 100% | 2021-05-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 40 | 2021-06-01 | General Obligation | 06/01/2021 | 06/01/2062 | US Bank | 100% | 2021-06-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 41 | 2021-07-01 | General Obligation | 07/01/2021 | 07/01/2063 | US Bank | 100% | 2021-07-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 42 | 2021-08-01 | General Obligation | 08/01/2021 | 08/01/2064 | US Bank | 100% | 2021-08-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 43 | 2021-09-01 | General Obligation | 09/01/2021 | 09/01/2065 | US Bank | 100% | 2021-09-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 44 | 2021-10-01 | General Obligation | 10/01/2021 | 10/01/2066 | US Bank | 100% | 2021-10-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 45 | 2021-11-01 | General Obligation | 11/01/2021 | 11/01/2067 | US Bank | 100% | 2021-11-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 46 | 2022-01-01 | General Obligation | 01/01/2022 | 01/01/2068 | US Bank | 100% | 2022-01-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 47 | 2022-02-01 | General Obligation | 02/01/2022 | 02/01/2069 | US Bank | 100% | 2022-02-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 48 | 2022-03-01 | General Obligation | 03/01/2022 | 03/01/2070 | US Bank | 100% | 2022-03-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 49 | 2022-04-01 | General Obligation | 04/01/2022 | 04/01/2071 | US Bank | 100% | 2022-04-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 50 | 2022-05-01 | General Obligation | 05/01/2022 | 05/01/2072 | US Bank | 100% | 2022-05-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 51 | 2022-06-01 | General Obligation | 06/01/2022 | 06/01/2073 | US Bank | 100% | 2022-06-01 | 1,000,000 | 1,000,000 | 1,000,000 | | | | | | 1,000,000 | | | | | | 1,000,000 |
| 52 | 2022-07-01 | | | | | | | | | | | | | | | | | | | | | |

Perris Recognized Obligation Payment Schedule (ROPS 17-18) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPPTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

| A | B | C | D | Fund Sources | | | | G | H | I |
|---|--|------------------------------------|-----------------------------------|--|--|------------------------------|---------------------|-----------|-----------|-----------|
| | | | | Bond Proceeds | Reserve Balance | Other | RPPTF | | | |
| | | Bonds issued on or before 12/31/10 | Bonds issued on or after 01/01/11 | Prior ROPS period balances and DDR RPPTF balances retained | Prior ROPS RPPTF distributed as reserve for future period(s) | Rent, grants, interest, etc. | Non-Admin and Admin | | | |
| Cash Balance Information by ROPS Period | | | | | | | | | | |
| ROPS 15-16B Actuals (01/01/16 - 06/30/16) | | | | | | | | | | |
| 1 | Beginning Available Cash Balance (Actual 01/01/16) | | | | | | | | | |
| 2 | Revenue/Income (Actual 06/30/16) RPPTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016 | | | | | 11,997 | | | 46,395 | |
| 3 | Expenditures for ROPS 15-16B Enforceable Obligations (Actual 06/30/16) | | | | | | | | 1,888,810 | |
| 4 | Retention of Available Cash Balance (Actual 06/30/16) RPPTF amount retained should only include the amounts distributed as reserve for future period(s) | | | | | | | | | 1,888,810 |
| 5 | ROPS 15-16B RPPTF Balances Remaining | No entry required | | | | | | | | |
| 6 | Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5) | \$ - | \$ - | \$ - | \$ - | \$ 11,997 | \$ - | \$ 46,395 | | |

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 10, 2017

SUBJECT: Compliance with developer fee reporting requirements of Section 66006 (AB 1600) of the Government Code.

REQUESTED ACTION: To receive and file AB 1600 report for the fiscal year ended June 30, 2016

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

California Government Code Section 66000 et seq., also known as AB1600, became effective in 1989.



To meet compliance requirements of AB1600, the City must

- a. Spend or commit development impact fees within five years of collecting them; or
- b. Adopt a resolution that makes a finding that there remains a reasonable relationship between the current need for the fees and the purpose for which they were originally proposed.

The City collects development impact fees as described in attachment #1 to this report. For the year ended June 30, 2016, the City has spent or committed all development impact fees within five years of collection and adopted resolution 3341 on December 14, 2004 to reaffirm the necessity of developer fees.

AB1600 also requires that the City make available to the public a report on developer fees within 180 days of the close of the fiscal year. The required report consists of a brief description of the fee type in the account or fund, the amount of the fee, the beginning and ending balance of the account or fund, the amount of fees collected and the interest earned. This information is contained in attachments #1 and #2 to this report.

BUDGET (or FISCAL) IMPACT: None.

Reviewed by:
Assistant City Manager (Interim) 
Assistant Director of Finance 

Attachments:

1. Development Impact Fee Descriptions
2. Development Impact Fee Summary
3. Resolution to Reaffirm the Necessity of Developer Fees

Consent:

CITY OF PERRIS

Development Impact Fee Descriptions

Community Amenities:

Fees collected for payment of the estimated and actual costs of acquiring and constructing additional public facilities and improving existing public facilities to meet demand of future development.

Police:

Fees collected for payment of the estimated and actual costs of acquiring and/or constructing additional law enforcement facilities, purchase additional support equipment and vehicles for increased staff associated with future development.

Fire:

Fees collected for payment of the estimated and actual costs of acquiring and/or constructing additional Fire Department enforcement facilities, purchase additional support equipment and vehicles for increased staff associated with future development.

Parks:

Fees collected for the payment of the estimated and actual costs of acquiring land, and designing and constructing parks and recreational facilities on land acquired for park and recreational purposes associated with future development.

Library:

Fees collected for the payment of the estimated and actual costs of acquiring and/or constructing and improving library facilities associated with future development.

Transportation:

Fees collected for the payment of estimated and actual costs of acquiring additional right of ways for new public street improvements and acquiring and installing new traffic control systems and improving the existing street networks and traffic control systems to accommodate the increase in traffic demands associated with future development.

Government Services:

Fees collected for the payment of estimated and actual costs of acquiring and/or constructing and improving additional general government and public maintenance services facilities associated with future development.

Administration:

Fees collected for the payment of actual or estimated costs of staff time associated with fee collection, maintenance of funds into which the fees are deposited, and preparation of the annual reports required per the Government Code.

Public Improvements:

Fees collected for the payment of actual or estimated costs of acquiring, installing or constructing public facilities and other appropriate costs to mitigate the direct and cumulative impacts associated with future development.

North Perris Road and Bridge Benefit District:

Fees collected for the payment of estimated and actual costs of specific regional road and bridge improvements to accommodate the increase in traffic demands associated with future development within the boundaries of the District.

**City of Perris
Development Impact Fee Summary
Project Summary
as of June 30, 2016**

| PROJECT LIST | Projected Total Cost | Development Impact Fee (DIF) | DIF Funded % | Projected Completion |
|--|-------------------------|---------------------------------|-----------------|-------------------------|
| Community Amenities | | | | |
| Goetz Road Intersections | 4,366,961 | 2,273,031 | 52% | 2019/2020 |
| Building Demolition-City Hall Campus Structures | 40,000 | 40,000 | 100% | 2016/2017 |
| | <u>4,406,961</u> | <u>2,313,031</u> | | |
| Library | | | | |
| Chavez Library Flooring | 60,000 | 60,000 | 100% | Completed |
| Cesar Chavez Library | 170,000 | 170,000 | 100% | Completed |
| Cesar Chavez Library Expansion Land | 251,000 | 251,000 | 100% | 2016/2017 |
| | <u>481,000</u> | <u>481,000</u> | | |
| Police | | | | |
| Police Facility Land Acquisition | 1,551,870 | 1,551,870 | 100% | Completed |
| | <u>1,551,870</u> | <u>1,551,870</u> | | |
| Parks | | | | |
| Park Renovations / Equipment | 1,457,306 | 1,457,306 | 100% | Completed |
| Patriot Park Soccer Complex | 3,305,456 | 3,305,456 | 100% | Completed |
| Perris Valley Storm Channel | 3,980,000 | 180,000 | 5% | 2016/2017 |
| Bob Glass Gym Flooring | 186,459 | 186,459 | 100% | Completed |
| | <u>8,929,221</u> | <u>5,129,221</u> | | |
| Transportation | | | | |
| Annual Slurry Seal Program | 9,497,902 | 250,000 | 3% | 2016/2017 |
| Case Road Bridges | 1,600,000 | 1,600,000 | 100% | Completed |
| D Street Renovations | 4,957,135 | 3,602,270 | 73% | Completed |
| Downtown Pedestrians Paths Improvements | 367,454 | 367,454 | 100% | Completed |
| Goetz Road Improvements | 367,454 | 1,000,000 | 272% | 2019/2020 |
| Miscellaneous Flood Control Improvements | 3,980,000 | 86,000 | 2% | 2016/2017 |
| Placentia Interchange | 34,564 | 15,000 | 43% | 2019/2020 |
| Ramona Streetscapes / Medians | 1,441,199 | 895,499 | 62% | Completed |
| Murrieta Crossing @ Metz Channel | 1,840,522 | 895,499 | 49% | 2016/2017 |
| Wilson Street/Signal Improvements | 553,453 | 250,000 | 45% | 2016/2017 |
| Traffic Signal: San Jacinto/Perris | 1,485,519 | 1,250,000 | 84% | Completed |
| Traffic Signal: Mapes/Trumble | 300,000 | 300,000 | 100% | 2016/2017 |
| Traffic Signal: Redlands/San Jacinto | 175,000 | 175,000 | 100% | Completed |
| Traffic Studies & Reports | 287,211 | 100,000 | 35% | Ongoing |
| | <u>26,887,413</u> | <u>10,786,722</u> | | |
| Public Improvements | | | | |
| City Building Improvements | 224,027 | 60,311 | 27% | 2016/2017 |
| Perris Police Department Station | 1,400,847 | 551,717 | 39% | Completed |
| City ADA Improvements | 100,000 | 100,000 | 100% | 2016/2017 |
| | <u>1,724,874</u> | <u>712,028</u> | | |
| North Perris Road and Bridge Benefit District | | | | |
| Harley Knox Blvd Phase I | 2,000,000 | 2,000,000 | 100% | Completed |
| Harley Knox Blvd Phase II | 7,358,254 | 3,200,000 | 43% | Completed |
| Redlands Avenue - Ramona to Placentia | 1,100,000 | 1,100,000 | 100% | 2016/2017 |
| Perris Blvd Phase II | 1,734,152 | - | 0% | |
| | <u>12,192,406</u> | <u>6,300,000</u> | | |
| City Total | <u>56,173,745</u> | <u>27,273,872</u> | | |

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2012 to FY 2016**

COMMUNITY AMENITIES

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|--------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Fund Balance, July 1 | 3,229,918 | 3,277,142 | 2,562,645 | \$ 2,894,155 | \$ 3,003,643 |
| Revenue: | | | | | |
| Fees | 78,352 | 104,055 | 280,013 | 86,359 | 63,164 |
| Interest | 25,104 | (4,125) | 30,122 | 23,129 | 37,046 |
| Total | <u>3,333,374</u> | <u>3,377,072</u> | <u>2,872,780</u> | <u>3,003,643</u> | <u>3,103,853</u> |
| Expenditures | | | | | |
| Fire Station | 55,947 | 814,427 | (21,375) | - | - |
| Goetz Road Intersections | 285 | - | - | - | 24,255 |
| Total | <u>56,232</u> | <u>814,427</u> | <u>(21,375)</u> | <u>-</u> | <u>24,255</u> |
| Account Balance, June 30 | <u>\$ 3,277,142</u> | <u>\$ 2,562,645</u> | <u>\$ 2,894,155</u> | <u>\$ 3,003,643</u> | <u>\$ 3,079,598</u> |

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2012 to FY 2016**

POLICE

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|
| Fund Balance, July 1 | \$ 13,412 | \$ 17,471 | \$ 20,848 | \$ 33,257 | \$ 37,711 |
| Revenue: | | | | | |
| Fees | 3,953 | 3,414 | 12,129 | 4,181 | 3,733 |
| Interest | 106 | (37) | 280 | 273 | 492 |
| Total | <u>17,471</u> | <u>20,848</u> | <u>33,257</u> | <u>37,711</u> | <u>41,936</u> |
| Expenditures | | | | | |
| Police Facility Land Acquisition | - | - | - | - | - |
| Total | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Fund Balance, June 30 | <u>\$ 17,471</u> | <u>\$ 20,848</u> | <u>\$ 33,257</u> | <u>\$ 37,711</u> | <u>\$ 41,936</u> |

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2012 to FY 2016**

FIRE

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|--------------------------------|------------------|------------------|-------------------|-------------------|-------------------|
| Fund Balance, July 1 | 1,614,184 | - | \$ 20,908 | \$ 459,316 | \$ 488,445 |
| Revenue: | | | | | |
| Fees | 24,287 | 20,966 | 473,977 | 25,438 | 20,039 |
| Interest | 12,531 | (58) | 3,224 | 3,691 | 6,086 |
| Total | <u>1,651,002</u> | <u>20,908</u> | <u>498,109</u> | <u>488,445</u> | <u>514,570</u> |
| Expenditures | | | | | |
| Fire Station with Alarm System | 1,651,002 | - | 38,793 | - | 2,095 |
| Total | <u>1,651,002</u> | <u>-</u> | <u>38,793</u> | <u>-</u> | <u>2,095</u> |
| Fund Balance, June 30 | <u>\$ -</u> | <u>\$ 20,908</u> | <u>\$ 459,316</u> | <u>\$ 488,445</u> | <u>\$ 512,475</u> |

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2012 to FY 2016**

PARKS

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|-----------------------------|---------------------|---------------------|---------------------|-------------------|--------------------|
| Fund Balance, July 1 | 3,199,077 | 3,009,515 | 3,058,875 | \$ 3,703,698 | \$ 175,804 |
| Revenue: | | | | | |
| Fees | 422,881 | 333,125 | 1,018,864 | 263,920 | 196,666 |
| Interest | 22,021 | (5,198) | 38,116 | 25,323 | 2,390 |
| Total | <u>3,643,979</u> | <u>3,337,442</u> | <u>4,115,855</u> | <u>3,992,941</u> | <u>374,860</u> |
| Expenditures | | | | | |
| Bob Glass Gym Flooring | - | - | - | - | 163,550 |
| Bob Long Renovations | 88,438 | 9,779 | (8,564) | - | - |
| Mercado Park | (12,961) | - | 46,621 | - | - |
| Park Renovations/Equipment | 185,442 | 204,801 | 281,837 | 521,327 | 178,943 |
| Patriot Park | 5,032 | - | - | - | - |
| Patriot Park Soccer Complex | - | - | 84,931 | 3,157,697 | 68,189 |
| Perris Valley Storm Channel | 1,191 | 14,063 | 8,174 | 138,113 | - |
| Senior Center Renovations | 256,905 | 1,048 | (842) | - | - |
| Trails Master Plan | 110,417 | 48,876 | - | - | - |
| Total | <u>634,464</u> | <u>278,567</u> | <u>412,157</u> | <u>3,817,137</u> | <u>410,682</u> |
| Fund Balance, June 30 | <u>\$ 3,009,515</u> | <u>\$ 3,058,875</u> | <u>\$ 3,703,698</u> | <u>\$ 175,804</u> | <u>\$ (35,822)</u> |

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2012 to FY 2016**

LIBRARY

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|-------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Fund Balance, July 1 | \$ 740,789 | \$ 634,870 | \$ 633,871 | \$ 611,012 | \$ 582,088 |
| Revenue: | | | | | |
| Fees | - | - | - | 2,336 | 1,457 |
| Interest | 5,375 | (999) | 7,141 | 4,540 | 7,102 |
| Total | <u>746,164</u> | <u>633,871</u> | <u>641,012</u> | <u>617,888</u> | <u>590,647</u> |
| Expenditures | | | | | |
| Perris Bank Building | 53,744 | - | - | - | - |
| Cesar Chavez Library | 57,550 | - | - | 5,800 | - |
| Chavez Library Flooring | - | - | 30,000 | 30,000 | - |
| Total | <u>111,294</u> | <u>-</u> | <u>30,000</u> | <u>35,800</u> | <u>-</u> |
| Fund Balance, June 30 | <u>\$ 634,870</u> | <u>\$ 633,871</u> | <u>\$ 611,012</u> | <u>\$ 582,088</u> | <u>\$ 590,647</u> |

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2012 to FY 2016**

TRANSPORTATION

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|--------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Fund Balance, July 1 | 9,376,074 | 9,389,684 | 9,194,448 | \$ 8,803,131 | \$ 8,775,447 |
| Revenue: | | | | | |
| Fees | 248,039 | 248,664 | 685,697 | 313,663 | 522,508 |
| Interest | 72,732 | (24,060) | 97,225 | 68,395 | 105,880 |
| Total | <u>9,696,845</u> | <u>9,614,288</u> | <u>9,977,370</u> | <u>9,185,189</u> | <u>9,403,835</u> |
| Expenditures | | | | | |
| Annual Slurry Seal Program | 9,978 | 29,715 | 2,933 | 190,348 | 17,837 |
| Case Road Bridges | - | 54,771 | 2,665 | 42,495 | - |
| Clayton Street | 287,894 | - | - | - | - |
| D Street Renovations | 2,532 | 285,011 | 823,126 | - | 21,865 |
| Downtown Pedestrian Paths & Imprv | 7,292 | 16,695 | 194,463 | 140,619 | 3,197 |
| Downtown Streets & Alleys | (83) | - | - | - | - |
| G Street Sidewalk | 500 | 19,473 | - | - | - |
| Placentia Interchange | - | - | - | - | - |
| Ramona Streetscapes / Medians | (952) | - | - | - | - |
| Wilson Street/Signal Improvements | - | - | - | - | - |
| Murrieta Crossing @ Metz Channel | - | 4,447 | 50,893 | - | - |
| Traffic Signal: San Jacinto/Perris | - | - | 56,277 | - | - |
| Traffic Signal: Redlands/San Jacinto | - | - | - | - | 175,000 |
| Traffic Studies & Reports | - | - | 42,234 | 35,905 | - |
| Traffic Signal - Mapes & Trumble | - | 9,728 | 1,648 | 375 | - |
| Total | <u>307,161</u> | <u>419,840</u> | <u>1,174,239</u> | <u>409,742</u> | <u>217,899</u> |
| Fund Balance, June 30 | <u>\$ 9,389,684</u> | <u>\$ 9,194,448</u> | <u>\$ 8,803,131</u> | <u>\$ 8,775,447</u> | <u>\$ 9,185,936</u> |

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2012 to FY 2016**

GOVERNMENT SERVICES

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|----------------------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| Fund Balance, July 1 | \$ 480,521 | \$ 522,953 | \$ 555,249 | \$ 672,752 | \$ 557,625 |
| Revenue: | | | | | |
| Fees | 38,682 | 33,210 | 110,818 | 61,802 | 605,427 |
| Interest | 3,750 | (914) | 6,685 | 4,266 | 13,703 |
| Total | <u>522,953</u> | <u>555,249</u> | <u>672,752</u> | <u>738,820</u> | <u>1,176,755</u> |
| Expenditures: | | | | | |
| Perris Police Department Station | - | - | - | 181,195 | |
| Total | <u>-</u> | <u>-</u> | <u>-</u> | <u>181,195</u> | - |
| Fund Balance, June 30 | <u>\$ 522,953</u> | <u>\$ 555,249</u> | <u>\$ 672,752</u> | <u>\$ 557,625</u> | <u>\$ 1,176,755</u> |

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2012 to FY 2016**

ADMINISTRATION

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|-----------------------|------------------|------------------|------------------|------------------|------------------|
| Fund Balance, July 1 | \$ 21,303 | \$ 23,151 | \$ 24,746 | \$ 31,568 | \$ 34,421 |
| Revenue: | | | | | |
| Fees | 1,682 | 1,636 | 6,522 | 2,592 | 3,155 |
| Interest | 166 | (41) | 300 | 261 | 445 |
| Total | <u>23,151</u> | <u>24,746</u> | <u>31,568</u> | <u>34,421</u> | <u>38,021</u> |
| Expenditures: | | | | | |
| Total | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Fund Balance, June 30 | <u>\$ 23,151</u> | <u>\$ 24,746</u> | <u>\$ 31,568</u> | <u>\$ 34,421</u> | <u>\$ 38,021</u> |

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2012 to FY 2016**

PUBLIC IMPROVEMENTS

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Fund Balance, July 1 | \$ 1,496,777 | \$ 1,508,383 | \$ 1,506,011 | \$ 1,522,977 | \$ 1,125,915 |
| Revenue: | | | | | |
| Fees | - | - | - | - | - |
| Interest | 11,606 | (2,372) | 16,966 | 9,577 | 13,373 |
| Total | <u>1,508,383</u> | <u>1,506,011</u> | <u>1,522,977</u> | <u>1,532,554</u> | <u>1,139,288</u> |
| Expenditures: | | | | | |
| City Building Improvements | - | - | - | 36,116 | 24,195 |
| Perris Police Department Station | - | - | - | 370,523 | 2,850 |
| Total | <u>-</u> | <u>-</u> | <u>-</u> | <u>406,639</u> | <u>27,045</u> |
| Fund Balance, June 30 | <u>\$ 1,508,383</u> | <u>\$ 1,506,011</u> | <u>\$ 1,522,977</u> | <u>\$ 1,125,915</u> | <u>\$ 1,112,243</u> |

**City of Perris
Development Impact Fee Summary
Revenues and Expenditures
FY 2012 to FY 2016**

North Perris Road and Bridge Benefit District

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|------------------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| Fund Balance, July 1 | \$ (1,559,205) | \$ (303,502) | \$ 3,713,017 | \$ 5,721,130 | \$ 1,240,991 |
| Revenue: | | | | | |
| Fees | 35,452 | 4,094,301 | 2,028,769 | (897,486) | 15,414,259 |
| Interest | 6,247 | (3,690) | 51,245 | 33,579 | 83,903 |
| Total | <u>(1,517,506)</u> | <u>3,787,109</u> | <u>5,793,031</u> | <u>4,857,223</u> | <u>16,739,153</u> |
| Expenditures: | | | | | |
| Operations | - | 55,971 | 37,619 | 16,910 | (11,080) |
| Harley Knox Blvd Phase I | - | - | - | 818,204 | - |
| Harley Knox Blvd Phase II | (1,214,004) | 18,121 | 15,317 | 2,666,142 | 388,097 |
| Redlands Ave - Ramona to Placentia | | | 18,965 | 114,976 | 75,647 |
| Perris Blvd Phase II | | | | | 32,164 |
| Total | <u>(1,214,004)</u> | <u>74,092</u> | <u>71,901</u> | <u>3,616,232</u> | <u>484,828</u> |
| Fund Balance, June 30 | <u>\$ (303,502)</u> | <u>\$ 3,713,017</u> | <u>\$ 5,721,130</u> | <u>\$ 1,240,991</u> | <u>\$ 16,254,325</u> |

RESOLUTION NUMBER _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, TO REAFFIRM THE NECESSITY OF
DEVELOPER FEES.**

WHEREAS, the City of Perris is required to make certain findings every five years with respect to the unexpended fund balance of certain development impact fee funds pursuant to California Government Code Section 66001; and

WHEREAS, the documents reflecting the balance in each Development Impact Fee, interest and the amount of expenditure by public facility for the fiscal year have been made available for public review as required by Code Section 66006; and

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

Section 1. That the recitations above are true and correct.

Section 2. That the following findings are made as required under the Government Code Section 66006:

- A. That the purpose to which the developer fee is to be put has been identified.
- B. That there is a continued need for the improvements and that there is a reasonable relationship between the fee and the impacts for development for which the fees are collected.
- C. That the sources and amounts of funding anticipated to complete the financing of capital projects have been identified and will be deposited into the appropriate account.
- D. That sufficient funds have not been collected to complete financing of public library facilities and that the fees expected to be generated by new development will not exceed the costs for construction.

Section 3. That these findings are based on information provided in the City of Perris Operating Budget and Capital Projects for fiscal year 2015-16 on file with the City Clerk.

RESOLUTION NUMBER _____

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ADOPTED, SIGNED and ***APPROVED*** this 10th day of January 2016.

Mayor, Michael Vargas

ATTEST:

City Clerk, Nancy Salazar

RESOLUTION NUMBER _____

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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 8th day of December, 2015, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 10, 2017

SUBJECT: Special District annual reporting pursuant to California Government Code Section 50075

REQUESTED ACTION: To receive and file the City's Community Facilities District annual report for the fiscal year ended June 30, 2016.

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

The Mello-Roos Community Facilities Act of 1982 authorizes a local government agency to form a Community Facilities District within a defined set of boundaries for the purposes of providing public facilities and services through a voter approved special tax.

Senate Bill 165 enacted in September 2000 and made a part of Government Code Section 50075 placed accountability and reporting requirements on local special tax measures.

To be in full compliance with State law, the City must


- a. Identify the specific purposes of a special tax.
- b. Meet requirements that proceeds of the special tax are applied to their specific purpose.
- c. Create an account into which the proceeds shall be deposited.
- d. File an annual report that identifies the funds collected and expended.
- e. Provide a status of any project required or authorized to be funded by the special tax.

As of June 30, 2016, the City has formed (29) Community Facilities Districts and (3) non-bonded Community Facilities Districts that fall under these reporting requirements.

BUDGET (or FISCAL) IMPACT: None.

Reviewed by:

Assistant City Manager (Interim) 

Assistant Director of Finance 

Attachments:

1. Community Facilities District Annual Report

Consent:

City of Perris
Community Facilities District Annual Report
Fiscal Year 2015-2016

CFD 88-1 Triple Crown Ranch

On August 7, 2007, the City formed Community Facilities District 88-1 Triple Crown Ranch, Perris Finance Authority 2007 A & B. Community Facilities District 88-1 is located northeasterly section of the City of Perris bounded by four arterial highways; Placentia Avenue on the north, Perris Boulevard on the west, Orange Avenue on the south and Redlands Avenue on the east. The proceeds from the bond will be used to refund the outstanding principal amount of the Authority Bonds.

Community Facilities District 88-1 is approximately 155.41 gross acres in which 708 single family homes have been constructed and sold. There are two vacant parcels; 10.65 acres located on the northwest corner and 2.3 acres located on the northeast corner. There is a 14.1 acre park within Community Facilities District 88-1.

CFD 88-3 Special Tax Bond

On August 7, 2007, the City formed Community Facilities District 88-3 Special Tax Bond; Perris Finance Authority 2007 A & B. Community Facilities District 88-3 consists of three non-contiguous areas to include 748 parcels within approximately 180.2 acres. There are three separate areas within the District. Area No. 1 consists of 78.5 acres, Area No. 2 consists of 36.7 acres, and Area No. 3 consists of 65 acres. The proceeds from the bond will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 90-1 Special Tax Bond

On August 7, 2007, the City formed Community Facilities District 90-1 Special Tax Bond; Perris Finance Authority 2007 A & B. Community Facilities District 90-1 consists of three non-contiguous areas to include 238 parcels within approximately 97 acres. There are three separate areas within the District. Area No. 1 consists of 38.49 acres, Area No. 2 consists of 18.41 acres, and Area No. 3 consists of 40.1 acres. The proceeds from the bond will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 93-1R May Ranch

On March 19, 2002, the City issued Community Facilities District 93-1 Special Tax Refunding Bonds 2002 Series A. Community Facilities District 93-1 consists 620 single-family homes. The district is located south and southwest of the Ramona Expressway and east of the Perris Valley Storm Drain Channel. Rider Street and the Colorado River Aqueduct bisect the site in an east-west alignment. The proceeds from the bond will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 93-2R Perris Plaza

On May 8, 2013, the City formed Community Facilities District 93-2 Refunding Local Agency Tax Bonds; Joint Powers Authority 2013 A. Community Facilities District 93-2 is comprised of approximately 40.31 acres of commercially zoned property known as the Perris Plaza Shopping Center. This Center is located north of Nuevo Road, east of Interstate I-215, and west of Perris Boulevard. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2001-1 May Farms

On May 28, 2002, the City formed Community Facilities District No. 2001-1 May Farms. The District consists of Seven (7) Improvement Areas. The boundaries of the Community Facilities District coincide with the development generally known as May Farms. The development is proposed to include approximately 2,300 residential units on approximately 484 gross acres.

May Farms Improvement Area No.1R

On January 16, 2014, the City formed Community Facilities District 2001-1 Improvement Area No. 1 Refunding Local Agency Revenue Bonds; Joint Powers Authority 2014 A. Improvement Area No. 1 is bordered by May Ranch Parkway to the north, Evans Road to the west and the Colorado River Aqueduct to the south. Improvement Area No.1 consists of 84 single-family residential homes. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

May Farms Improvement Area No.2R

On January 16, 2014, the City formed Community Facilities District 2001-1 Improvement Area No. 2 Refunding Local Agency Revenue Bonds; Joint Powers Authority 2014 A. Improvement Area No. 2 is directly east of Improvement Area No.1 and bordered by Morgan Street to the north, Old Evans Toad to the west, and the Colorado River Aqueduct to the south. Improvement Area No. 2 consists of 238 single-family residential homes. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

May Farms Improvement Area No.3R

On January 16, 2014, the City formed Community Facilities District 2001-1 Improvement Area No. 3 Refunding Local Agency Revenue Bonds; Joint Powers Authority 2014 A. Improvement Area No. 3 is located directly south of Improvement Area No.1 & No. 2 and the Colorado River Aqueduct and extends south to Rider Street. Improvement Area No. 3 consists of 494 single-family residential homes. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

May Farms Improvement Area No.4

On September 29, 2005, the City formed Community Facilities District 2001-1 Improvement Area No. 4. Improvement Area No. 4 is south of Improvement Area No.3 and extends west to the Perris Valley Storm Drain and east to Old Evans Road. Improvement Area #4 consists of 394 single-family residential homes.

May Farms Improvement Area No. 5

On November 14, 2006, the City formed Community Facilities District 2001-1 Improvement Area No. 5. Improvement Area No. 5 is south of Improvement Area No. 3 and West of Improvement Area No. 6. Improvement Area No. 5 extends west to El Nido Avenue, east to Main Street and south to Walnut Avenue and North to Rider Street. Improvement Area No. 5 consists of 199 single-family residential homes on approximately 49.77 gross acres and is building two subdivisions referred to as “Merano” and “Sorrento.” Merano is a 92 lot subdivision and Sorrento is a 107 lot subdivision.

May Farms Improvement Area No. 6R & 7R

On September 18, 2014, the City refinanced Community Facilities District 2001-1 Improvement Area No. 6 & 7. Improvement Area No. 6 consists of 279 single-family residential homes and borders Improvement Area No.5 to the east. Improvement Area No. 7 consists of 334 single-family residential homes. Improvement Area No. 7 is non-contiguous with the other Improvement Areas and is north of Morgan Street, south of the Ramona Expressway, east of the Perris Valley Storm Drain and west of Evans Road. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2001-2R Villages of Avalon

On February 11, 2014, the City formed Community Facilities District 2001-2 Villages of Avalon Special Tax Parity Refunding Bonds. The District is generally located along the southerly and westerly boundaries of the Ramona Expressway and extends southerly and westerly from the Ramona Expressway southerly to Rider Road in the City. The development consists of 1333 single-family residential homes on approximately 262.69 acres. The proceeds from the bonds will be used to refund the outstanding principal amounts of CFD 2001-2 Series A bonds.

CFD 2001-2 Villages of Avalon Series B

On August 11, 2005, the City formed Community Facilities District 2001-2 Villages of Avalon Series B. The District is located along the southerly and westerly boundaries of the Ramona Expressway and extends southerly and westerly from the Ramona Expressway southerly to Rider Road in the City.

CFD 2002-1R Willowbrook

On June 12, 2013, the City refinanced Community Facilities District 2002-1 Willowbrook Refunding Local Agency Revenue Bonds: Joint Powers Authority 2013 B. The District is generally located northeast of downtown Perris within the Perris Valley area. The District is divided into two distinct areas covering three tracts. The first area is tract no. 24111 (181 lots) and is bordered by Orange Avenue to the north and Murrieta Road to the west and Perris Valley Storm Drain to the east. Tract no. 30751 (58 lots) lies west of Wilson Avenue, south of Orange avenue and east of Redlands Avenue. Tract no. 30144 (92 lots) lies south of Flame Avenue, west of Redlands Avenue and is surrounded by existing development. The aggregate area in the District is approximately 67.9 acres, for a total of 331 single-family residential homes. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2003-1R Chaparral Ridge

On November 13, 2014, the City refinanced Community Facilities District 2003-1 Chaparral Ridge. The District is generally located southwest of downtown Perris off of Goetz Road and south of McLaughlin Road. The boundaries of the District coincide with the development generally known as Chaparral Ridge. The development includes 112 single-family residential homes on approximately 43 acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2004-1R Amber Oaks

On October 19, 2014, the City refinanced Community Facilities District 2004-1 Amber Oaks. The District is located at the northwest corner of Redlands Avenue and Jarvis Street and consists of tract no. 31114. The development includes 103 single-family residential homes on approximately 12.61 gross acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2004-5 Amber Oaks II

On November 9, 2004, the City formed Community Facilities District 2004-5 Amber Oaks II. The District is located generally west of Perris Boulevard, north of Ellis Avenue, and south of Midway Avenue. The development includes 95 residential units, on approximately 13.61 gross acres.

CFD 2004-2R Corman Leigh Communities

On July 17, 2014, the City refinanced Community Facilities District 2004-2 Corman Leigh Communities. The District consists of two contiguous areas; tract no. 31241 and tract no. 31241-1. The development includes 200 single-family residential homes on approximately 55.82 gross acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2004-3 Monument Ranch

On June 29, 2004, the City formed Community Facilities District 2004-3 Monument Ranch. The District consists of Two (2) Improvement Areas.

Monument Ranch Improvement Area No.1R

On July 24, 2014, the City refinanced Community Facilities District 2004-3 Monument Ranch Improvement Area No. 1. Improvement Area No.1 is located at the southwest corner of Ethanac Road and Goetz Road, and consists of tract no. 30662-1, 30662-2, and 31564. The development includes 292 single-family residential homes on approximately 50.1 acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

Monument Ranch Improvement Area No.2R

On July 9, 2015, the City refinanced Community Facilities District 2004-3 Monument Ranch Improvement Area No. 2. Improvement area No.2 is located south of Ethanac Road and west of Goetz Road, and consists of three (3) tracts: 30662-1, 30662-2, and 30958. The development includes 227 single-family residential homes on approximately 45.63 acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2005-1 Perris Valley Vistas

On April 12, 2005, the City formed Community Facilities District 2005-1 Perris Valley Vistas by the adoption of Resolution No. 3389. The District consists of Four (4) Improvement Areas, Two (2) of the areas are not under development.

Perris Valley Vistas Improvement Areas 1 & 2

These areas were not under development for the 15/16 fiscal year.

Perris Valley Vistas Improvement Area No.3R

On September 18, 2014, the City refinanced Community Facilities District 2001-1 Perris Valley Vistas Improvement Area #3 Perris Public Financing Authority Local Agency Revenue Bonds 2008 Series B. Improvement Area No. 3 is comprised of Tract No. 31660 and consists of 126 single-family residential homes. The area is generally located in the eastern section of the City and is bordered by Evans Road on the west, Citrus Avenue on the north, El Nido Avenue on the east and Sunset Avenue to the south. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

Perris Valley Vistas Improvement Area No.4

On March 13, 2007, the City formed Community Facilities District 2001-1 Perris Valley Vistas Improvement Area #4. Improvement Area No. 4 consists of 75 single-family residential homes on approximately 23.39 acres and its boundaries are the same as Final Tract No. 32428. Improvement Area 4 is generally located at the northwest corner of Orange Avenue and Murrieta Road.

CFD 2005-2R Harmony Grove

On March 26, 2015, the City of Perris refinanced Community Facilities District No. 2005-2 Harmony Grove. The District is comprised of 378 single-family residential homes on approximately 65.5 net acres of residentially zoned land. The District consists of two noncontiguous zones (Zone A and Zone B) divided by Nuevo Road. Zone A is bordered by Nuevo Road to the South, Citrus Avenue to the North, El Nido Road to the West and Dunlap Road to the East. Zone B is located South of Nuevo Road and West of Dunlap Road. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2005-4R Stratford Ranch

On September 18, 2014, the City refinanced Community Facilities District 2005-4 Perris Public Financing Authority Local Agency Revenue Bonds 2008 Series A. The District is located in the northeast section of the City and is bordered by Murrieta Road on the west, Oleander Avenue on the north, Center Street on the east and Perry Street is to the south of the District boundary. The District is comprised of two tracts 32707 and 32708 for a total of 371 single-family residential homes. Tract 32707 is currently under active development and bonds were issued on December 22, 2015. Tract 32708 consists of two product lines known as Cedanna and Encanto. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2005-4 Stratford Ranch Steeplechase

On December 22, 2015, the City issued parity revenue bonds for Community Facilities District 2005-4 Stratford Ranch Steeplechase. The district is generally located in the northeast section of the City approximately ½ mile north of the Ramona Expressway and is bordered by Murrieta Road on the west, Oleander Avenue on the north, and Center Street on the east. The district is comprised of two single family residential Tracts 32707 and 32708. Tract 32708 is fully developed with 234 single family homes, and Tract 32707 consists of 137 residential parcels. As of October 1, 2015 Tract 32707 has 30 parcels with completed homes or homes under construction.

CFD 2006-1R Meritage Homes

On June 4, 2014, the City of Perris formed Community Facilities District 2006-1 Meritage Homes Refunding Local Agency Revenue Bonds; Joint Powers Authority 2014 B. Meritage Homes is building two tracts in the District generally referred to as Westerly Place II. The district consists of two tracts 32793 and 33720 totaling 112 single family housing sites. Tract number 32793 comprises approximately 12.80 net acres. Tract number 33720 comprises 11.90 net acres. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

CFD 2006-2 Monument Park Estates

On February 27, 2007 the City formed Community Facilities District 2006-2. The District is generally bounded by the San Jacinto River Flood Control Channel to the northwest, Ethanac Road to the south, and Goetz Road to the East. The District includes 337 residential units at build out. Community Facilities District 2006-2 includes properties within Tracts 31926 and is comprised of approximately 133.16 gross acres. The district was bonded on May 18, 2015.

CFD 2006-3 Alder

This District includes properties within Tracts 31651, 31650, and 32406 and is comprised of approximately 29.5 gross acres. Tract 31651 is located south of Nuevo Road, East of Interstate 215, with Wilson Avenue on its western border, and west of Murrieta Road. Tract 31650 and 32406 are located south of Nuevo Road, West of Interstate 215, with De Lines Drive on the eastern border, and north of Metz Road. The District is proposed to include a minimum of 133 residential units.

CFD 2007-2 Pacific Heritage

The District includes properties within Tracts 31226 and 31225. Tract 31226 is located south of Nuevo Road, East of De Lines Drive, with Mc Kimball Road on its western border. Tract 31125 is located south of Serrana Road, west of "A" Street, with Mc Kimball Road on the eastern border, and north of Metz Road. The District is proposed to include a minimum of 138 residential units.

CFD 2014-1 Avelina Improvement Area No. 1

On January 13, 2015 the City formed Community Facilities District 2014-1 Avelina. Community Facilities district 2014-1 is bordered by Orange Ave on the North and Evans Road on the East. The district is comprised of Tracts 30850, 30850-1, 3050-2, 30850-3, and 30850-4.

CFD 2014-2 Perris Valley Spectrum

On August 27, 2015, the City formed Community Facilities District 2014-2 to refund the 1991 Perris Valley Spectrum Special Tax Bonds (CFD 91-1). Community Facilities District 2014-2 consists of a 54.21 acre rectangular shaped parcel of land generally located at the northwest corner of Perris Boulevard and Orange Avenue. The proceeds from the bonds will be used to refund the outstanding principal amount of the Authority Bonds.

Trustee/Fiscal Agent

US Bank, Los Angeles, California will serve as Trustee under the Indenture. The Trustee will act on behalf of the Bondowners for the purpose of receiving all moneys required to be paid to the Trustee, to allocate, use and apply the same, to hold, receive and disburse the Revenues and other funds held under the Indenture, and otherwise to hold all the offices and perform all the functions and duties provided in the Indenture to be held and performed by the Trustee.

Financial Summary – Fiscal year 2015-16

| | Triple Crown Ranch 88-1 | 88-3 | 90-1 |
|---------------------------------|----------------------------|----------------|----------------|
| Bond Issue Amount ¹ | \$7,690,000 | \$5,005,000 | \$3,140,000 |
| Bond Issue Date | August 7, 2007 | August 7, 2007 | August 7, 2007 |
| Trustee Fund Balance | \$675,366 | \$237,230 | \$262,681 |
| Debt Service | \$704,275 | \$266,875 | \$227,738 |
| Tax Levy | \$762,231 | \$305,770 | \$264,854 |
| Delinquency Amount ² | \$29,068 | \$4,508 | \$17,478 |
| Delinquent Rate | 3.81% | 1.47% | 6.60% |

| | May Ranch 93-1R | Perris Plaza 93-2R | May Farms Ref. 2001-1R Area No. 1 |
|---------------------------------|-----------------|--------------------|--------------------------------------|
| Bond Issue Amount ¹ | \$8,020,000 | \$2,755,000 | \$1,505,000 |
| Bond Issue Date | March 19, 2002 | May 8, 2013 | January 16, 2014 |
| Trustee Fund Balance | \$1,133,740 | \$305,383 | \$78,985 |
| Debt Service | \$593,190 | \$289,600 | \$102,581 |
| Tax Levy | \$666,149 | \$317,904 | \$124,891 |
| Delinquency Amount ² | \$4,734 | \$0 | \$743 |
| Delinquent Rate | 0.71% | 0% | 0.60% |

| | May Farms Ref. 2001-1R Area No. 2 | May Farms Ref. 2001-1R Area No. 3 | May Farms 2001-1 Area No. 4 |
|---------------------------------|--------------------------------------|--------------------------------------|--------------------------------|
| Bond Issue Amount ¹ | \$4,270,000 | \$6,390,000 | \$16,475,000 |
| Bond Issue Date | January 16, 2014 | January 16, 2014 | September 29, 2005 |
| Trustee Fund Balance | \$183,642 | \$232,087 | \$2,668,631 |
| Debt Service | \$316,063 | \$475,638 | \$1,019,289 |
| Tax Levy | \$338,719 | \$500,811 | \$1,058,228 |
| Delinquency Amount ² | \$4,270 | \$9,678 | \$26,573 |
| Delinquent Rate | 1.26% | 1.93% | 2.51% |

| | May Farms 2001-1 Area No. 5 | May Farms 2001-1R Area No. 6 | May Farms 2001-1R Area No. 7 |
|---------------------------------|--------------------------------|---------------------------------|---------------------------------|
| Bond Issue Amount ¹ | \$9,680,000 | \$6,015,000 | \$7,910,000 |
| Bond Issue Date | November 14, 2006 | September 18, 2014 | September 18, 2014 |
| Trustee Fund Balance | \$1,127,091 | \$215,750 | \$263,486 |
| Debt Service | \$537,091 | \$407,519 | \$535,831 |
| Tax Levy | \$575,324 | \$434,317 | \$551,766 |
| Delinquency Amount ² | \$16,305 | \$2,789 | \$3,485 |
| Delinquent Rate | 2.83% | 0.64% | 0.63% |

| | Villages of Avalon 2001-2R | Villages of Avalon 2001-2R Series B | Willowbrook 2002-1R |
|---------------------------------|-------------------------------|--|------------------------|
| Bond Issue Amount ¹ | \$16,215,000 | \$5,210,000 | \$5,750,000 |
| Bond Issue Date | February 11, 2014 | August 11, 2005 | June 12, 2013 |
| Trustee Fund Balance | \$3,601,427 | \$0.00 | \$308,705 |
| Debt Service | \$1,546,999 | \$0.00 | \$392,375 |
| Tax Levy | \$1,733,232 | \$0.00 | \$439,608 |
| Delinquency Amount ² | \$27,494 | \$0.00 | \$9,089 |
| Delinquent Rate | 1.59% | 0.00% | 2.07% |

| | Chaparral Ridge 2003-1R | Amber Oaks 2004-1R | Amber Oaks II 2004-5 |
|---------------------------------|----------------------------|-----------------------|-------------------------|
| Bond Issue Amount ¹ | \$3,435,000 | \$2,465,000 | \$1,810,000 |
| Bond Issue Date | November 13, 2014 | October 19, 2014 | November 9, 2004 |
| Trustee Fund Balance | \$85,921 | \$100,340 | \$217,677 |
| Debt Service | \$240,413 | \$177,600 | \$105,506 |
| Tax Levy | \$254,823 | \$184,811 | \$128,897 |
| Delinquency Amount ² | \$4,369 | \$0 | \$718 |
| Delinquent Rate | 1.71% | 0% | 0.56% |

| | Corman Leigh Communities 2004- 2R | Monument Ranch 2004-3R Area No. 1 | Monument Ranch 2004-3 Area No. 2 |
|---------------------------------|---|--------------------------------------|-------------------------------------|
| Bond Issue Amount ¹ | \$4,695,000 | \$8,615,000 | \$8,430,000 |
| Bond Issue Date | July 17, 2014 | July 24, 2014 | July 9, 2005 |
| Trustee Fund Balance | \$186,405 | \$366,079 | \$149,026 |
| Debt Service | \$325,163 | \$602,669 | \$193,821 |
| Tax Levy | \$356,984 | \$633,621 | \$524,814 |
| Delinquency Amount ² | \$6,033 | \$3,861 | \$5,098 |
| Delinquent Rate | 1.69% | 0.61% | 0.97% |

| | Perris Valley Vista 2005-1R Area No. 3 | Perris Valley Vista 2005-1 Area No. 4 | Harmony Grove 2005-2R |
|---------------------------------|---|--|--------------------------|
| Bond Issue Amount ¹ | \$4,375,000 | \$3,385,000 | \$13,570,000 |
| Bond Issue Date | May 15, 2008 | March 13, 2007 | March 26, 2015 |
| Trustee Fund Balance | \$167,885 | \$446,480 | \$359,846 |
| Debt Service | \$298,835 | \$190,125 | \$720,364 |
| Tax Levy | \$320,144 | \$219,550 | \$946,706 |
| Delinquency Amount ² | \$1,822 | \$2,763 | \$14,763 |
| Delinquent Rate | 0.57% | 1.26% | 1.56% |

| | Stratford Ranch 2005-4R | Stratford Ranch Steeplechase 2005-4 Area No. 2 | Meritage Homes 2006-1R |
|---------------------------------|----------------------------|--|---------------------------|
| Bond Issue Amount ¹ | \$5,640,000 | \$3,190,000 | \$2,825,000 |
| Bond Issue Date | March 11, 2008 | December 22, 2015 | June 4, 2014 |
| Trustee Fund Balance | \$321,044 | \$19,547 | \$148,213 |
| Debt Service | \$383,146 | \$0 | \$162,256 |
| Tax Levy | \$646,089 | \$0 | \$192,316 |
| Delinquency Amount ² | \$8,210 | \$0 | \$1,728 |
| Delinquent Rate | 1.27% | 0% | 0.90% |

| | Alder 2006-3 | Pacific Heritage 2007-2 | Monument Park Estates 2006-2 |
|---------------------------------|-----------------|----------------------------|------------------------------------|
| Bond Issue Amount ¹ | \$0.00 | \$0.00 | \$9,020,000 |
| Bond Issue Date | - | - | May 18, 2015- |
| Trustee Fund Balance | \$0.00 | \$49,124 | \$220,233 |
| Debt Service | \$0.00 | \$0.00 | \$300,996 |
| Tax Levy | \$41,321 | \$66,996 | \$456,803 |
| Delinquency Amount ² | \$0.00 | \$1,149 | \$3,039 |
| Delinquent Rate | 0.00% | 1.71% | 0.67% |

| | Avelina 2014-1, IA No. 1 | Perris Valley Spectrum 2014-2 |
|---------------------------------|-----------------------------|-------------------------------------|
| Bond Issue Amount ¹ | \$0.00 | \$1,545,000 |
| Bond Issue Date | - | August 27, 2015- |
| Trustee Fund Balance | \$33,167 | \$100,064 |
| Debt Service | \$0.00 | \$17,799 |
| Tax Levy | \$64,952 | \$120,333 |
| Delinquency Amount ² | \$0.00 | \$1,293 |
| Delinquent Rate | 0.00% | 1.07% |

¹ Aggregate Principal Amount

² Delinquent Amount as of June 30, 2016

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 10, 2017

SUBJECT: Fee Waiver request by the Perris Valley African American History Committee use of Foss Field Park and the City Council Chambers for a Black History Celebration event to be held on February 24th & 25th, 2017

REQUESTED ACTION: That the City Council consider a waiver of rental fees, for the Perris Valley African American History Committee Black History Celebration event to be held on February 24th & 25th, 2017 at Foss Field Park, City Council Chambers and Mobile Stage.

CONTACT: Sabrina Chavez, Assistant Director
Community Services and Housing Division

BACKGROUND/DISCUSSION:

The Perris Valley African American History Committee (PVAABC) has planned a Black History Celebration at the Bob Glass Gym on Friday evening, February 24, 2017, from 6:00pm – 8:00pm and at Foss Field and the City Council Chambers on Saturday, February 25, 2017, from 10:00am-4:00pm. PVAABC is requesting that the City Council authorize the waiver of rental fees associated with the reservation of Foss Field, City Council Chambers and Mobile Stage. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$1,280.00, (\$200.00 for the field rental, \$80 for the staff cost and \$1000.00 for mobile stage rental and deposit). Last year, the City approved a donation of \$3,500 to be a co-sponsor of the PVAABC event and they are once again requesting a donation from the City.

It is recommended that the City Council consider waiving all rental fees and deposit, for the Perris Valley African American History Committee Black History Celebration event; and authorize a donation of \$3,500 as a sponsor of the event.

FISCAL IMPACT: The requested waiver of rental fees for the Perris Valley African American History Committee event at Foss Field and City Council Chambers, and donation totals \$4,780.00 includes deposit of \$500.00 for the mobile stage. This amount includes the reservation of the Foss Field, City Council Chambers and Mobile Stage, staff cost and deposit.

Prepared by: Spencer Campbell, Recreation Supervisor II *AC*

Reviewed By:

Interim Assistant City Manager: *DM*

Assistant Finance Director: *of*

Attachments: Fee waiver request letter from Perris Valley African American History Committee



PERRIS VALLEY AFRICAN AMERICAN HISTORY COMMITTEE

December 6, 2016

Dear City Management,

The Perris Valley African American History Committee is in the process of planning the events for this year's Black History Celebration. The event is calendared for Saturday, February 25th, 2017, from 10 – 4pm. We have submitted our facilities use application, requesting the use of Foss Field Park, Bob Glass Gym and the City Council Chambers. We would like to use the Bob Glass Gym on Friday evening, February 24th, from 6-8pm. We would additionally like to request a fee waiver for using these facilities, in that we are a 501C3, located in the city of Perris and working towards the betterment of the entire community.

We are also asking that the city would consider co-sponsoring the Black History Expo. This would entail use of the following city resources:

- Facilities as described above
- Mobile Stage
- Trash Bins
- delineators
- Monetary support

Saturday's activities will be very similar as last year. It will include historical presentations, retail vendors, informational non-profit booths, health stations, entertainment, food, awards/presentations and begin with our COMMUNITY PEACE & UNITY WALK. Friday will be a kick off to Saturday's events and will involve an art display, focus on African American History within the city of Perris, and video excerpts. Please feel free to contact me if you have further questions or concerns.

Thank you,
Margaret Briggs, President
Perris Valley African American History Committee
(951) 961-4399
PVAABC@gmail.com

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 10, 2017

SUBJECT: Check Register for November 2016

REQUESTED ACTION: Approve the City's Monthly Check Register for November 2016

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

The check register for the month of November 2016 are presented for City Council approval.

BUDGET (or FISCAL) IMPACT: None.

Reviewed by: Jennifer Erwin, Assistant Director of Finance JE
Darren Madkin, Assistant City Manager (Interim) DM

Consent Item: X

**CITY OF PERRIS
CHECK REGISTER
November 30, 2016**

| CK NUMBER | DATE ISSUED | VENDOR | DESCRIPTION | AMOUNT |
|-----------|-------------|---|--|------------|
| 124295 | 11/01/2016 | WESTERN RIVERSIDE COUNTY MSHCP | MSCHP FEES COLLECTED/SEPT 2016 | 70,103.55 |
| 124297 | 11/03/2016 | AFFANT COMMUNICATION, INC | MONTHLY MAINT/NOV 2016 | 737.79 |
| 124298 | 11/03/2016 | BILL & DAVE'S LANDSCAPE MAINTENANCE | MAINTENANCE/SEPT 2016 | 36,105.60 |
| 124299 | 11/03/2016 | CREATIVE PRINTING | BUSINESS CARDS/FINANCE DEPT | 52.92 |
| 124300 | 11/03/2016 | DAN'S FEED AND SEED INC. | HALLOWEEN EVENT | 6.47 |
| 124301 | 11/03/2016 | DISPENSING TECHNOLOGY CORP | UPM COLD PATCH | 1,437.42 |
| 124302 | 11/03/2016 | EASTERN MUNICIPAL WATER DISTRICT | WHOLESALE WATER | 1,378.00 |
| 124303 | 11/03/2016 | GREER'S CONCRETE | TRIPLE CROWN WALL PROJECT | 238,640.00 |
| 124304 | 11/03/2016 | GUARANTEED JANITORIAL SERVICE | JANITORIAL SERVICES/AUG 2016 | 5,613.50 |
| 124305 | 11/03/2016 | JIM ROGERS' LOCK & KEY | DUPLICATE KEYS | 194.16 |
| 124306 | 11/03/2016 | DARREN MADKIN | VISION REIMBURSEMENT | 78.00 |
| 124307 | 11/03/2016 | MAGNUSON TIRES, INC | AUTO SUPPLIES/CHEVROLET | 15.00 |
| 124308 | 11/03/2016 | MVP STUDIOS | SOCCER LEAGUE PICTURES | 529.20 |
| 124309 | 11/03/2016 | KENNETH PHUNG | ATP TRAIL & PATRIOT PARK SOCCER COMPLEX | 600.00 |
| 124310 | 11/03/2016 | RIGHTWAY | PORTABLE TOILET SERVICES | 1,414.80 |
| 124311 | 11/03/2016 | COUNTY OF RIVERSIDE | ANIMAL CONTROL SERVICES | 8,775.00 |
| 124312 | 11/03/2016 | RIVERSIDE COUNTY | METZ PARK SNACK BAR | 706.00 |
| 124313 | 11/03/2016 | SAM'S CLUB DIRECT | RETIREMENT LUNCHEON SUPPLIES | 77.96 |
| 124315 | 11/03/2016 | SPARKLETT'S | CITY CLERK | 5.00 |
| 124316 | 11/03/2016 | STANLEY CONVERGENT SECURITY, INC | MONITORING/VARIOUS DEPTS | 486.41 |
| 124317 | 11/03/2016 | SYNTECH | STRONGBOX AUG-SEPT 2016 | 3,209.57 |
| 124318 | 11/03/2016 | TRI-LAKE CONSULTANTS, INC | ENGINEERING SERVICES | 83,855.79 |
| 124319 | 11/03/2016 | WEST COAST ARBORISTS, INC | INTERIM TREE MAINTENANCE | 4,600.00 |
| 124320 | 11/03/2016 | WESTERN EXTERMINATOR COMPANY | PEST CONTROL SERVICES | 919.47 |
| 124321 | 11/03/2016 | 46TH DAA, SO CAL FAIR | PERRIS FAIR DONATION | 15,000.00 |
| 124322 | 11/03/2016 | BARNES CONSTRUCTION, INC. | PAINT "STOP" LEGENDS AND BARS | 8,890.00 |
| 124323 | 11/03/2016 | BOYS & GIRLS CLUB OF PERRIS | SPONSORSHIP FOR SK RUN | 5,000.00 |
| 124324 | 11/03/2016 | CALIFORNIA NARCOTIC OFFICERS' ASSOCIATION | TRAINING NOV 2016 | 1,140.00 |
| 124325 | 11/03/2016 | CAM GUARD, INC. | MONTHLY RENTAL FEE | 1,900.00 |
| 124326 | 11/03/2016 | CITIZENS BUSINESS BANK | REPLENISH PETTY CASH | 964.96 |
| 124327 | 11/03/2016 | COMMUNITY CONNECT | CDBG AUG 2016 | 480.00 |
| 124328 | 11/03/2016 | CONTINENTAL INTERPRETING SERVICES | INTERPRETATION SERVICES | 477.50 |
| 124329 | 11/03/2016 | CORPORATE PAYMENT SYSTEMS | NEOP SUPPLIES/CPRS WORKSHOP | 442.54 |
| 124330 | 11/03/2016 | CORPORATE PAYMENT SYSTEMS | SR ACKNOWLEDGEMENT DAY/CITIZENS'S ACADEMY | 632.77 |
| 124331 | 11/03/2016 | CORPORATE PAYMENT SYSTEMS | SR ACKNOWLEDGEMENT DAY/SR CENTER ACTIVITES | 658.63 |
| 124332 | 11/03/2016 | CORPORATE PAYMENT SYSTEMS | NEOP/RETIREMENT LUNCHEON/GARDEN/END OF SUMMER | 858.85 |
| 124333 | 11/03/2016 | CORPORATE PAYMENT SYSTEMS | YAC ROCKTOBER/CITY FARM-DG FOR EDUCATIONAL SPACE | 1,030.41 |
| 124334 | 11/03/2016 | CR&R | TRASH COLLECTED/PASS THRU | 736,377.30 |
| 124335 | 11/03/2016 | DAN'S FEED AND SEED INC. | TRIPLE FLINT STRIKER | 5.38 |
| 124336 | 11/03/2016 | EASTERN MUNICIPAL WATER DISTRICT | SEWER FEES/SEPT 2016 | 133,285.28 |
| 124337 | 11/03/2016 | ENVIRONMENTAL KLEAN-UP | GILMORE/MAHOGANY/PUNTA PRIETA | 7,590.00 |
| 124338 | 11/03/2016 | FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY | AUGUST 2016 SERVICES | 1,944.93 |
| 124339 | 11/03/2016 | FRONTIER | PHONE/FIOS 10/19-11/18/16 | 69.27 |
| 124340 | 11/03/2016 | FULL THROTTLE | GRAFITTI ABATEMENT SERVICES | 4,582.00 |
| 124341 | 11/03/2016 | GORM, INC. | PAPER PRODUCTS | 506.10 |
| 124342 | 11/03/2016 | GUARANTEED JANITORIAL SERVICE | JANITORIAL SERVICES- SR CENTER 7/22/16 | 373.00 |
| 124343 | 11/03/2016 | EVERETT HAMBLY IV | IT SUPPORT 10/17-10/30/16 | 1,950.00 |
| 124344 | 11/03/2016 | HONEYWELL GLOBAL FINANCE | SEPTEMBER 2016 | 3,730.91 |
| 124345 | 11/03/2016 | ZAHID HUERTA | REIMBURSE TRAVEL EXP/TRAINING | 328.00 |
| 124346 | 11/03/2016 | NESTLE WATERS OF NORTH AMERICA | WATER FOR PW ENGINEERING DEPT. | 19.02 |
| 124347 | 11/03/2016 | NPG CORPORATION | POTHOLE REPAIRS | 2,350.00 |
| 124348 | 11/03/2016 | SERGIO ORTIZ | MILEAGE OCTOBER 2016 | 16.52 |
| 124349 | 11/03/2016 | PACIFIC CODE COMPLIANCE | INTERIM BUILDING OFFICIAL/SEPT 2016 | 13,000.00 |
| 124350 | 11/03/2016 | PATH OF LIFE MINISTRIES | HOMELESS OUTREACH-AUG 2016 | 8,195.68 |
| 124351 | 11/03/2016 | PERRIS VALLEY YOUTH ASSOCIATION | BOXING MEMBERSHIP- SEPT 2016 | 2,000.00 |
| 124352 | 11/03/2016 | ARCENIO RAMIREZ | MILEAGE SEPTEMBER 2016 | 77.33 |
| 124353 | 11/03/2016 | VINCE RAMIREZ | TRAVEL EXPENSE - OCT 2016 | 376.20 |
| 124354 | 11/03/2016 | RIGHTWAY | PORTABLE TOILET SERVICES | 1,119.31 |
| 124355 | 11/03/2016 | RUHS FOUNDATION | MAYOR TO ATTEND GALA | 150.00 |
| 124356 | 11/03/2016 | SCE | 9/01-10/01/16 | 59,357.98 |
| 124357 | 11/03/2016 | SIGMA BETA XI INC | EMPLOYMENT EDUCATION TRAINING | 240.00 |
| 124359 | 11/03/2016 | RICHARD TOTH | MILEAGE | 20.52 |
| 124360 | 11/03/2016 | TRI-LAKE CONSULTANTS, INC. | ENGINEERING SERVICES | 56,657.03 |
| 124361 | 11/03/2016 | U. S. POSTAL SERVICE | REPLENISH POSTAGE FOR ALL DEPTS | 4,000.00 |
| 124362 | 11/03/2016 | VERIZON WIRELESS | 8/14-9/13/16 | 1,529.14 |
| 124363 | 11/03/2016 | WCCR CONSTRUCTION | NEW PLAYGROUND INSTALLED | 12,500.00 |
| 124364 | 11/03/2016 | CALIFORNIA STATE DISBURSEMENT | GARNISHMENT | 21.23 |
| 124365 | 11/09/2016 | ABSOLUTE SECURITY INTERNATIONAL | SECURITY GUARD SERVICES - OCT 2016 | 15,090.48 |

**CITY OF PERRIS
CHECK REGISTER
November 30, 2016**

| CK NUMBER | DATE ISSUED | VENDOR | DESCRIPTION | AMOUNT |
|------------------|--------------------|------------------------------------|--|---------------|
| 124366 | 11/09/2016 | ACCESS ELECTRIC SUPPLY, INC. | ELECTRICAL REPAIRS | 722.20 |
| 124367 | 11/09/2016 | ADAME LANDSCAPE, INC. | MAINT/OCT 2016 | 3,459.84 |
| 124368 | 11/09/2016 | ADVANCE REFRIGERATION & ICE SYSTEM | FIRE STATION 101 | 612.52 |
| 124369 | 11/09/2016 | AFFANT COMMUNICATION, INC | SHORETELL PHONE | 75.60 |
| 124370 | 11/09/2016 | ALESHIRE & WYNDER, LLP | LEGAL SERVICES | 202.50 |
| 124371 | 11/09/2016 | AMERICAN EAGLE TROPHIES | AWARDS/SPORTS | 27.00 |
| 124372 | 11/09/2016 | AMERIPRIDE SERVICES INC. | UNIFORM SERVICES | 2,006.45 |
| 124373 | 11/09/2016 | ANDERSON ELECTRIC | ELECTRICAL REPAIRS/MAINT | 12,575.00 |
| 124374 | 11/09/2016 | ANIMAL EMERGENCY CLINIC, INC | EMERGENCY CONSULTATION | 70.00 |
| 124375 | 11/09/2016 | APPLEONE EMPLOYMENT SERVICES | TEMP SERVICES | 4,894.47 |
| 124376 | 11/09/2016 | AUTO ZONE COMMERCIAL | AUTO SUPPLIES | 189.07 |
| 124377 | 11/09/2016 | BARRY KAY ENTERPRISES, INC | JERSEYS FOR SPORT TEAMS | 2,838.70 |
| 124378 | 11/09/2016 | BLUE FOUNTAIN POOLS AND SPAS | REIMBURSEMENT OF PERMIT FEES | 449.48 |
| 124379 | 11/09/2016 | DEREK BROWN | HIP HOP DANCE INSTRUCTOR | 242.55 |
| 124380 | 11/09/2016 | CAM GUARD, INC. | REPLACE RADIOS/MONITOR CITY HALL/PARKS | 20,580.69 |
| 124381 | 11/09/2016 | CAMERON WELDING SUPPLY | ARGON GAS RENTAL | 19.47 |
| 124382 | 11/09/2016 | CHRISP COMPANY | STREET LEGENDS | 1,235.00 |
| 124383 | 11/09/2016 | CINTAS | FIRST AID KIT SUPPLIES | 352.67 |
| 124384 | 11/09/2016 | CORPORATE PAYMENT SYSTEMS | CREDIT CARD R. CARR - SEPT 2016 | 28.74 |
| 124385 | 11/09/2016 | CPRS | MEMBERSHIP RENEWAL | 150.00 |
| 124386 | 11/09/2016 | CR&R | SOLID WASTE COLLECTION | 86,273.72 |
| 124387 | 11/09/2016 | CREATIVE PRINTING | BUSINESS CARDS/ENVELOPES | 456.14 |
| 124388 | 11/09/2016 | CSI INTERNATIONAL, INC | SERVICE AWARDS | 607.47 |
| 124389 | 11/09/2016 | D & D SERVICES, INC. | ANIMAL DISPOSAL FEE | 324.00 |
| 124390 | 11/09/2016 | DAN'S FEED AND SEED INC. | DUPLICATE KEYS/FUEL/FEED | 554.42 |
| 124391 | 11/09/2016 | DENNIS GRUBB & ASSOCIATES | PLAN CHECK SERVICES | 7,400.00 |
| 124392 | 11/09/2016 | DUNN-EDWARDS CORPORATION | PAINT FOR THE SENIOR CENTER | 130.05 |
| 124393 | 11/09/2016 | EDUARDO SIDA | MILEAGE SEPTEMBER 2016 | 28.08 |
| 124394 | 11/09/2016 | EMPLOYMENT SCREENING SERVICES | RECRUITMENT | 41.00 |
| 124395 | 11/09/2016 | ESGIL CORPORATION | PLAN CHECK SERVICES - SEPT 2016 | 2,944.37 |
| 124396 | 11/09/2016 | EWING | CITY HALL | 2,913.36 |
| 124397 | 11/09/2016 | GALLARDOS TRANSMISSION | PARTS & LABOR | 796.33 |
| 124398 | 11/09/2016 | ARTURO GARCIA | TRAINING REGISTRATION | 120.00 |
| 124399 | 11/09/2016 | THE GAS COMPANY | 9/27-10/25/16 | 316.33 |
| 124400 | 11/09/2016 | GB LANDSCAPE DESIGN | METZ PARK | 1,650.00 |
| 124401 | 11/09/2016 | GORM, INC. | GRAY ROLLER LINER | 1,005.23 |
| 124402 | 11/09/2016 | GREER'S CONCRETE | JARVIS ST & REMOVAL OF 3 TREES | 2,450.00 |
| 124403 | 11/09/2016 | GUARANTEED JANITORIAL SERVICE | JANITORIAL SERVICES | 12,127.00 |
| 124404 | 11/09/2016 | HAULAWAY | MONTHLY CONTAINER RENTAL FEE | 331.54 |
| 124405 | 11/09/2016 | HD SUPPLY WATERWORKS, LTD | METER BOX LID | 119.08 |
| 124406 | 11/09/2016 | HIDDEN EYE SECURITY / H.E.S. | FIRE SYSTEM MONITORING | 273.00 |
| 124407 | 11/09/2016 | HOME DEPOT CREDIT SERVICES | MANURE FORK/SMALL TOOLS/ETC | 732.02 |
| 124408 | 11/09/2016 | ICSC | ICSC MEMBERSHIP | 150.00 |
| 124409 | 11/09/2016 | IMPERIAL SPRINKLER SUPPLY | TOOLS | 3,722.47 |
| 124410 | 11/09/2016 | INGERSOLL RAND COMPANY | AUTO PARTS & LABOR | 1,705.80 |
| 124411 | 11/09/2016 | INLAND PRESORT & MAILING SERVICES | SENIOR CENTER MONTHLY MAILERS | 68.21 |
| 124412 | 11/09/2016 | IRON MOUNTAIN | FILE TRACKING & STORAGE | 140.94 |
| 124413 | 11/09/2016 | ISAURO CASTILLO | REIMB. LIGHTING PURCHASE | 78.72 |
| 124414 | 11/09/2016 | J&R CONCRETE PRODUCTS, INC. | KEY | 16.20 |
| 124415 | 11/09/2016 | KH METALS AND SUPPLY | ROLLED CARBON STEEL SHEET | 899.32 |
| 124416 | 11/09/2016 | LA GARE CAFE | TENANT INCENTIVE PROGRAM | 50,000.00 |
| 124417 | 11/09/2016 | LAKE CHEVROLET | PARTS & LABOR - CHEVROLET | 3,179.58 |
| 124418 | 11/09/2016 | LARRY MORITA | REIMBURSE SUPPLIES | 39.95 |
| 124419 | 11/09/2016 | LAWN TECH | ENGINE/PARTS & LABOR | 3,093.98 |
| 124420 | 11/09/2016 | LEAGUE OF CALIFORNIA CITIES | BREAKFAST FOR MAYOR | 25.00 |
| 124421 | 11/09/2016 | HECTOR LEDESMA | WORK BOOTS | 97.41 |
| 124422 | 11/09/2016 | MANPOWER TEMP SERVICES, INC | TEMP SERVICES | 7,523.48 |
| 124423 | 11/09/2016 | MIRROR FINISH DETAIL AND SUPPLY | PRESSURE WASH/DETAIL MOBILE STAGE | 225.00 |
| 124424 | 11/09/2016 | MOORE FENCE COMPANY | FENCE SUPPLIES | 181.73 |
| 124425 | 11/09/2016 | MR. G'S PLUMBING | BOB GLASS GYM | 690.00 |
| 124426 | 11/09/2016 | PAPER RECYCLING & SHREDDING | SHREDDING SERVICES | 45.00 |
| 124427 | 11/09/2016 | PATH OF LIFE MINISTRIES | HOMELESS OUTREACH-SEPT 2016 | 8,284.19 |
| 124428 | 11/09/2016 | PERRIS PROGRESS NEWSPAPER | LEGAL PUBLICATIONS | 108.38 |
| 124429 | 11/09/2016 | PERRIS VALLEY PRINTING CO. | BILLING FORMS/ENVELOPES | 888.35 |
| 124430 | 11/09/2016 | PHOTOGRAPHY BY KELLEN | VETERAN'S PARADE | 525.00 |
| 124431 | 11/09/2016 | PREBOT CONSTRUCTION | 333 WILKERSON AVE | 7,800.00 |
| 124432 | 11/09/2016 | PROMO DIRECT | BACKPACKS | 350.95 |
| 124433 | 11/09/2016 | RAIN FOR RENT RIVERSIDE | TANK - SPECIAL DISTRICTS | 596.58 |

**CITY OF PERRIS
CHECK REGISTER
November 30, 2016**

| CK NUMBER | DATE ISSUED | VENDOR | DESCRIPTION | AMOUNT |
|-----------|-------------|-------------------------------------|---|------------|
| 124434 | 11/09/2016 | RELIABLE OFFICE SOLUTIONS INC | OFFICE SUPPLIES -ALL DEPTS | 2,999.08 |
| 124435 | 11/09/2016 | RIGHTWAY | PORTABLE TOILET SERVICES | 188.20 |
| 124436 | 11/09/2016 | RIVERSIDE COUNTY CLERK - RECORDER | RECORDING AUG 2016 | 483.00 |
| 124437 | 11/09/2016 | JUDY ROSEEN-HAUGHNEY | MILEAGE REIMBURSEMENT | 200.07 |
| 124438 | 11/09/2016 | SAFE STEP WALK IN TUB CO | PERMIT REFUND | 184.64 |
| 124439 | 11/09/2016 | SAFETY-KLEEN CORPORATION | AUTO MAINTENANCE | 2,524.32 |
| 124440 | 11/09/2016 | SAM'S CLUB DIRECT | KITCHEN SUPPLIES/DOCUMENT SHREDDING | 414.59 |
| 124441 | 11/09/2016 | SCE | 9/01-10/01/16 | 5,938.37 |
| 124442 | 11/09/2016 | SCOTT FAZEKAS & ASSOCIATES, INC | PLAN CHECK SERVICES | 734.65 |
| 124443 | 11/09/2016 | SERRATO & ASSOCIATES, INC. | NETWORK INVESTIGATIONS | 75.00 |
| 124444 | 11/09/2016 | SEVERN TRENT ENVIRONMENTAL SERVICES | NORTH & SOUTH WATER- CONTRACT SERVICES | 178,884.65 |
| 124445 | 11/09/2016 | SHEPHERD & STAATS INC | ANNEXATION COSTS | 21,500.00 |
| 124446 | 11/09/2016 | THE SoCo GROUP INC | FUEL | 4,150.74 |
| 124447 | 11/09/2016 | SOSA, LAURA | FITNESS SERVICES | 2,451.70 |
| 124448 | 11/09/2016 | SPARKLETT'S | BOTTLED WATER | 597.92 |
| 124449 | 11/09/2016 | STAFFMARK | TEMP SERVICES | 1,723.68 |
| 124450 | 11/09/2016 | STANLEY CONVERGENT SECURITY, INC | MONITORING/VARIOUS DEPTS | 4,051.99 |
| 124451 | 11/09/2016 | STATER BROS MARKETS | HARVEST FEST/CLASSROOM SUPPLIES | 697.48 |
| 124452 | 11/09/2016 | STEVE LEMON AIR CONDITIONING | MAINTENANCE SERVICES | 1,989.00 |
| 124453 | 11/09/2016 | STEVE'S AUTO PARTS | SMALL AUTO SUPPLIES | 619.56 |
| 124454 | 11/09/2016 | STOTZ EQUIPMENT | FIELD EQUIPMENT/REPAIRS | 287.93 |
| 124455 | 11/09/2016 | SUNSTATE EQUIPMENT CO | GROUNDS MAINT SUPPLIES | 1,709.02 |
| 124456 | 11/09/2016 | TASO TECH, INC | IT SUPPORT AUGUST-NOV 2016 | 5,565.00 |
| 124457 | 11/09/2016 | TIME WARNER CABLE | CABLE SERVICES | 60.68 |
| 124458 | 11/09/2016 | TRI-LAKE CONSULTANTS, INC. | ENGINEERING SERVICES | 6,660.58 |
| 124459 | 11/09/2016 | UNITED WAY OF THE INLAND VALLEY | DONATIONS | 140.66 |
| 124460 | 11/09/2016 | VERIZON WIRELESS | TELEPHONE SEPT 2016 | 7,559.33 |
| 124461 | 11/09/2016 | VISTA PAINT CORPORATION | PAINT/SUPPLIES | 1,510.92 |
| 124462 | 11/09/2016 | VIVENT SOLAR | PERMIT REFUND | 800.00 |
| 124463 | 11/09/2016 | VOYAGER FLEET | FUEL | 1,337.43 |
| 124464 | 11/09/2016 | WALTERS WHOLESALE ELECTRIC CO | BUILDING MAINT SUPPLIES | 111.21 |
| 124465 | 11/09/2016 | WESTERN RIVERSIDE COUNTY MSHCP | MSHCP FEES COLLECTED - SEPT 2016 | 200.00 |
| 124466 | 11/09/2016 | WESTERN RIVERSIDE COUNCIL OF GOV | TUMF FEES COLLECTED - OCT 2016 | 27,588.70 |
| 124467 | 11/09/2016 | WINZER CORPORATION | CAR REAMER 4 PC SET | 686.96 |
| 124468 | 11/09/2016 | EASTERN MUNICIPAL WATER DISTRICT | 9/11-10/13/16 | 14,034.67 |
| 124469 | 11/09/2016 | SCE | 9/26-10/26/16 | 11,391.35 |
| 124470 | 11/09/2016 | VERIZON WIRELESS | RADIO CHARGES-SHERIFF'S DEPT | 67.78 |
| 124471 | 11/14/2016 | AFB GROUP | PROFESSIONAL SERVICES | 6,750.00 |
| 124472 | 11/14/2016 | CHO DESIGN ASSOCIATES, INC. | NUEVO RD BRIDGE | 9,800.00 |
| 124473 | 11/14/2016 | COLONIAL LIFE & ACCIDENT INSURANCE | INSURANCE | 115.56 |
| 124474 | 11/14/2016 | COMMUNITY WORKS DESIGN GROUP | PERRIS VALLEY STORM DRAIN | 7,308.25 |
| 124475 | 11/14/2016 | DENNIS GRUBB & ASSOCIATES | PLAN REVIEW | 700.00 |
| 124476 | 11/14/2016 | EASTERN MUNICIPAL WATER DISTRICT | SEWER COLLECTIONS/OCT 16 PASS THRU | 196,611.74 |
| 124477 | 11/14/2016 | LEGALSHIELD | LEGAL SERVICES | 25.90 |
| 124478 | 11/14/2016 | KENNETH PHUNG | PLANNING CASE PROJECTS | 60.00 |
| 124479 | 11/14/2016 | PREFERRED BENEFIT INSURANCE | DENTAL INSURANCE | 5,001.19 |
| 124480 | 11/14/2016 | RIVERSIDE COUNTY FLOOD CONTROL | PERRIS VALLEY CHANNEL | 938.33 |
| 124481 | 11/14/2016 | RIVERSIDE COUNTY TREASURER | TAX DEFAULTED PROPERTY- APN 303300027-6 | 31,932.10 |
| 124482 | 11/14/2016 | RK ENGINEERING GROUP INC | PLANNING CASE 16-00008 | 2,675.00 |
| 124483 | 11/14/2016 | ROBERT VALTERRIA | WATER DEPOSIT REFUND | 4.00 |
| 124484 | 11/14/2016 | SCE | 9/26-10/26/16 | 24,447.62 |
| 124485 | 11/14/2016 | SKANSKA | WATER CUSTOMER REFUND | 608.28 |
| 124486 | 11/14/2016 | SPEC CONSTRUCTION CO., INC | PERRIS THEATER RETROFIT | 94,570.76 |
| 124487 | 11/14/2016 | THE WORLD'S BIGGEST BARBER SHOP | WATER DEPOSIT REFUND | 94.71 |
| 124488 | 11/14/2016 | TRI-LAKE CONSULTANTS, INC. | ENGINEERING SERVICES | 104,445.92 |
| 124489 | 11/14/2016 | WESTERN RIVERSIDE COUNTY MSHCP | MSHCP FEES COLLECTED - OCTOBER 2016 | 5,864.40 |
| 124490 | 11/17/2016 | ADAME LANDSCAPE, INC. | MAINT/OCT 2016 | 550.00 |
| 124491 | 11/17/2016 | AMERICAN FORENSIC NURSES LLC | BLOOD DRAWS | 580.00 |
| 124492 | 11/17/2016 | ANDERSON ELECTRIC | ELECTRICAL REPAIRS/MAINT | 172.00 |
| 124493 | 11/17/2016 | BIO-TOX LABORATORIES | BLOOD ANALYSIS | 1,312.10 |
| 124494 | 11/17/2016 | BPS TACTICAL, INC. | BALLISTIC VEST COVER | 399.60 |
| 124495 | 11/17/2016 | CALIFORNIA STATE DISBURSEMENT | GARNISHMENT | 21.23 |
| 124496 | 11/17/2016 | CALIFORNIA STATE DISBURSEMENT | GARNISHMENT | 75.23 |
| 124497 | 11/17/2016 | CAPITAL ONE PUBLIC FUNDING | LOAN PAYMENT | 2,563.82 |
| 124498 | 11/17/2016 | CORPORATE PAYMENT SYSTEMS | CREDIT CARD ERWIN 9/20-10/07/16 | 111.26 |
| 124499 | 11/17/2016 | CORPORATE PAYMENT SYSTEMS | CREDIT CARD BELMUDEZ 9/10-10/08/16 | 1,259.96 |
| 124500 | 11/17/2016 | DATA TICKET, INC. | DAILY CITATION/AUGUST 2016 | 198.11 |
| 124501 | 11/17/2016 | DEPARTMENT OF JUSTICE - ACCOUNTING | BLOOD ANALYSIS | 35.00 |

**CITY OF PERRIS
CHECK REGISTER
November 30, 2016**

| CK NUMBER | DATE ISSUED | VENDOR | DESCRIPTION | AMOUNT |
|------------------|--------------------|---|--|---------------|
| 124502 | 11/17/2016 | DEPT OF TRANSPORTATION | SIGNAL & LIGHT JULY - SEPT 2016 | 1,705.10 |
| 124503 | 11/17/2016 | EASTERN MUNICIPAL WATER DISTRICT | 10/03-11/01/16 | 1,154.86 |
| 124504 | 11/17/2016 | EWING | SUPPLIES FOR PARKS | 174.03 |
| 124505 | 11/17/2016 | EXPERIAN | CREDIT SERVICES | 65.94 |
| 124506 | 11/17/2016 | FEDERAL EXPRESS CORP | EXPRESS MAIL | 123.43 |
| 124507 | 11/17/2016 | FONTIS SOLUTIONS | NOTICE OF PARKING VIOLATION | 2,621.16 |
| 124508 | 11/17/2016 | FRONTIER | SEVERN TRENT 10/16-11/15/16 | 254.22 |
| 124509 | 11/17/2016 | THE GAS COMPANY | 10/01-11/01/16 | 60.92 |
| 124510 | 11/17/2016 | EVERETT HAMBLY IV | IT SUPPORT 10/31-11/13/16 | 1,716.00 |
| 124511 | 11/17/2016 | HARALD RUNGALDIER AND HEIDI RUNGALDIER | U-HAUL PROPERTY PURCHASE | 39,896.00 |
| 124512 | 11/17/2016 | HERNANDEZ LANDSCAPE CO, INC | MAINT SERVICES | 530.00 |
| 124513 | 11/17/2016 | IB REPROGRAPHICS | LMD BID SPECS | 345.21 |
| 124514 | 11/17/2016 | IMPERIAL SPRINKLER SUPPLY | SUPPLIES FOR PARKS | 1,839.56 |
| 124515 | 11/17/2016 | INTERPRETERS UNLIMITED | SHERIFF'S DEPT-INTERPRETER SVCS | 46.00 |
| 124516 | 11/17/2016 | INTOXIMETERS, INC. | DRYGAS | 217.58 |
| 124517 | 11/17/2016 | IRON MOUNTAIN | STORAGE OCTOBER 2016 | 285.75 |
| 124518 | 11/17/2016 | JIM ROGERS' LOCK & KEY | DUPLICATE KEYS | 63.23 |
| 124519 | 11/17/2016 | KUSTOM SIGNALS, INC | BATTERY-SHERIFF'S DEPT | 674.40 |
| 124520 | 11/17/2016 | LANGSTON MOTORSPORTS | PARTS & LABOR | 204.09 |
| 124521 | 11/17/2016 | LYNN MERRILL & ASSOCIATES, INC. | INTERIM PARKS SUPPORT | 5,285.96 |
| 124522 | 11/17/2016 | NATIONAL DRIVE | OCTOBER 2016 | 24.00 |
| 124523 | 11/17/2016 | OCHOA'S BACKFLOW SYSTEMS | BACKFLOW TESTING | 1,265.00 |
| 124524 | 11/17/2016 | PACIFIC CODE COMPLIANCE | INTERIM BUILDING OFFICIAL & EMERGENCY SVCS | 10,502.60 |
| 124525 | 11/17/2016 | PITNEY BOWES GLOBAL FINANCIAL | LEASE 7/20-10/19/16 | 2,121.26 |
| 124526 | 11/17/2016 | THE RADAR SHOP, INC | ON SITE SERVICES/TUNING | 970.36 |
| 124527 | 11/17/2016 | RELIABLE OFFICE SOLUTIONS INC | OFFICE SUPPLIES -ALL DEPTS | 1,138.62 |
| 124528 | 11/17/2016 | RIGHTWAY | PORTABLE TOILET SERVICES | 15.37 |
| 124529 | 11/17/2016 | RIVERSIDE COUNTY INFORMATION TECHNOLOGY | 8/01-8/31/16 | 1,027.40 |
| 124530 | 11/17/2016 | RIVERSIDE COUNTY SHERIFF'S DEPT. | SECURITY FOR COUNCIL MEETINGS & SPECIAL EVENTS | 1,492.86 |
| 124531 | 11/17/2016 | NANCY SALAZAR | VISION REIMBURSEMENT | 337.98 |
| 124532 | 11/17/2016 | SCE | 10/01-11/01/16 | 4,710.61 |
| 124533 | 11/17/2016 | SCE | NEW METER & SERVICE AT 2500 NUEVO RD | 881.04 |
| 124534 | 11/17/2016 | SHEPHERD & STAATS INC | ANNEXATION COSTS | 2,500.00 |
| 124535 | 11/17/2016 | SOUTHWEST HEALTHCARE | SART EXAM | 900.00 |
| 124536 | 11/17/2016 | SPARKLETT'S | BOTTLED WATER | 105.99 |
| 124537 | 11/17/2016 | STAFFMARK | TEMP SERVICES | 415.53 |
| 124538 | 11/17/2016 | SYNTECH | REPLACEMENT BATTERY | 459.42 |
| 124539 | 11/17/2016 | TYLER TECHNOLOGIES, INC. | ORIGINAL CONTRACT- SEPT 2016 | 4,626.31 |
| 124540 | 11/17/2016 | VERIZON WIRELESS | 9/11-10/10/16 | 66.54 |
| 124541 | 11/17/2016 | WATER EDUCATION SERVICES, INC | PROFESSIONAL SERVICES | 5,400.00 |
| 124542 | 11/17/2016 | WILLOAN FINANCIAL SERVICES | ARBITRAGE REBATE SERVICES | 7,250.00 |
| 124543 | 11/17/2016 | TRI-LAKE CONSULTANTS, INC. | ENGINEERING SERVICES | 1,775.08 |
| 124545 | 11/22/2016 | AMERIPRIDE SERVICES INC. | UNIFORM SERVICES | 395.04 |
| 124546 | 11/22/2016 | ANDERSON ELECTRIC | ELECTRICAL REPAIRS/MAINT | 1,082.00 |
| 124547 | 11/22/2016 | BILL & DAVE'S LDSC MAINTENANCE | MAINT & REPAIRS | 4,660.00 |
| 124548 | 11/22/2016 | CALIFORNIA DEPARTMENT OF INDUSTRIAL | BOB GLASS GYM- ELEVATOR REPAIR | 675.00 |
| 124549 | 11/22/2016 | CATHY OWENS | KAJUKENBO INSTRUCTOR | 274.75 |
| 124550 | 11/22/2016 | CINTAS | FIRST AID KIT SUPPLIES | 139.44 |
| 124551 | 11/22/2016 | DOCKMASTERS | ADA ELEVATOR SERVICE- GYM | 1,040.00 |
| 124552 | 11/22/2016 | ELITE ROAD SERVICES & TIRE, IN | TIRES | 207.25 |
| 124553 | 11/22/2016 | HERNANDEZ LANDSCAPE CO, INC | MAINT SERVICES | 4,520.00 |
| 124554 | 11/22/2016 | INLAND DESERT SECURITY & COMM. | ANSWERING SERVICES | 714.90 |
| 124555 | 11/22/2016 | LAZBOY | FIRE STATION 101 | 3,207.51 |
| 124556 | 11/22/2016 | RACHEL PINEDO | PARADE SUPPLIES | 86.35 |
| 124557 | 11/22/2016 | RIVERSIDE COUNTY SHERIFF'S DEP | CONTRACT LAW ENF. 7/21-8/17/16 | 1,031,502.67 |
| 124558 | 11/22/2016 | RIVERSIDE COUNTY SHERIFF'S DEP | CONTRACT LAW ENF. 7/01-7/20/16 | 740,774.81 |
| 124559 | 11/22/2016 | COUNTY OF RIVERSIDE | FY 17 AUGUST SLF COSTS | 24,251.34 |
| 124560 | 11/22/2016 | ROSA'S BRIDE & TUX SHOP | HARVEST FESTIVAL | 150.12 |
| 124561 | 11/22/2016 | SCE | 10/06-11/07/16 | 5,635.59 |
| 124563 | 11/22/2016 | SHEPHERD & STAATS INC | ONSITE SUPPORT- CONTRACT SERVICES | 2,047.50 |
| 124564 | 11/22/2016 | BIJAN SLACK | VETERAN'S PARADE | 100.00 |
| 124565 | 11/22/2016 | LAURA SOSA | FITNESS SERVICES | 746.60 |
| 124566 | 11/22/2016 | SPARKLETT'S | BOTTLED WATER | 265.23 |
| 124567 | 11/22/2016 | STATER BROS MARKETS | HARVEST FESTIVAL | 213.45 |
| 124568 | 11/22/2016 | TIME WARNER CABLE | CABLE SERVICES | 43.16 |
| 124569 | 11/22/2016 | TOM ALLEE | VETERAN'S PARADE | 400.00 |
| 124570 | 11/22/2016 | WESTERN EXTERMINATOR COMPANY | PEST CONTROL SERVICES | 919.47 |
| 124571 | 11/22/2016 | XEROX CORPORATION | COPIER LEASE | 543.10 |

**CITY OF PERRIS
CHECK REGISTER
November 30, 2016**

| CK NUMBER | DATE ISSUED | VENDOR | DESCRIPTION | AMOUNT |
|------------------|--------------------|---------------|-----------------------|-------------------------------|
| | | | TOTAL REGISTER | <u>\$ 4,566,438.83</u> |

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 10, 2017

SUBJECT: Medical marijuana dispensary permit application fee

REQUESTED
ACTION:

Approve Resolution No. (next in order) to establish fees for the processing of medical marijuana dispensary permit applications to operate in the City of Perris and fees for the administration and implementation of Chapter 5.54 of Title 5 of the Perris Municipal Code

CONTACT: Clara Miramontes, Director of Development Services *KP for*

BACKGROUND/DISCUSSION:

The Control, Regulate and Tax Adult Use of Marijuana Act (AUMA) was approved by California voters at the November 8, 2016, election. AUMA legalizes personal use and cultivation of marijuana, provides for (by 2018) nineteen different types of state licenses for commercial marijuana businesses, establishes a statewide marijuana regulatory system, and levies a 15% percent marijuana excise tax and a marijuana cultivation tax (on both nonmedical and medical). AUMA preempts local control over personal use, possession and cultivation of marijuana up to certain amounts (although cities may prohibit outdoor personal cultivation). However, AUMA also provides for local control, or complete prohibition, of nonmedical marijuana businesses through local ordinance or regulation.

In response to AUMA, at the June 14, 2016 meeting, the City Council voted to submit the voter initiative ballot Measures J and K. Both of these measures were also approved by the City's voters at the November 8, 2016, election. In brief, each measure provides as follows:

1. Measure K (codified under Chapter 5.54 of Title 5 of the Perris Municipal Code) permits and regulates medical marijuana dispensaries by adding regulations in certain commercial and industrial zones and permits the City Council to set fees to recover the City's costs in processing applications, administration and implementation of the regulatory program. Additionally the medical marijuana dispensary permit issued by the City pursuant to Measure K expires one year from the date of issuance and must be renewed on an annual basis.
2. Measure J (codified under Chapter 3.40 of Title 3 of the Perris Municipal Code) permits a maximum 10% tax on gross receipts on such dispensaries and permits the City Council to set the rate of interest to be charged on any unpaid taxes that are due pursuant to Measure J.

Therefore, the next step is to establish the fees, tax rate, and interest rate for unpaid taxes pursuant to Measures K & J.

Measure K – Establishment of Permit Application Processing and Regulatory Permit Fees

As stated above, Measure K permits the City Council to adopt a resolution establishing fees for application processing and the administration and implementation of the regulatory program that it establishes. Staff reviewed fees of other similarly situated cities for the application, processing and regulating of a medical marijuana dispensary permit (See Exhibit 2). Application processing and regulatory permit fees range from \$7,500 up to \$13,086. This includes the processing and regulating of a permit that will require extensive review time by Planning and Police staff and the City Attorney. Staff recommends that the City Council require a total \$13,000 deposit-based fee for application processing and regulatory permit fees. This deposit-based fee has two components: (1) \$4,500 for processing applications and (2) \$8,500 for administration and implementation of Measure K. If the costs of processing an application and/or administration/implementation of Measure K exceeds the deposited amounts, then the applicant will be

billed for that difference.

In determining these amounts, staff reviewed the processing requirements for the City's conditional use permits (CUP). Staff estimates that the processing times for applications under Measure K will be similar to the processing times for the City's CUPs; therefore, staff recommends that the application processing fee be the same as the CUP fee of \$4,500.

For the City's administration and implementation of Measure K, staff also conducted a survey of other similarly situated cities regarding their costs of administration and implementation of their respective regulatory ordinances (See Exhibit 2). Regulatory fees (covering administration and implementation costs) range from \$5,935 up to \$12,086. Staff also sought an informal cost estimate from a consultant for services to assist staff in administering and implementing Measure K which was estimated up to \$8,000, not including City staff time. As a result, staff estimates that the City's annual cost for the regulatory administration and implementation of Measure K will be \$8,500. Therefore, staff recommends that the City Council adopt an annual deposit-based regulatory permit fee of \$8,500 for the administration and implementation of Measure K.

Staff also recommends the same fees be used for Renewal Applications pursuant to Section 5.54.100 of the Perris Municipal Code due to similar processing requirements.

Measure J – Setting a Tax Rate and Rate of interest

The taxation rate resolution is not a public hearing item and it is on the consent calendar on this agenda. Both resolutions will need to be approved in order to levy taxes and permit fees.

Staff Recommendation

Staff recommends that the City Council approve the attached resolution that establishes a medical marijuana dispensary application and regulatory (for administration and implementation of Measure K) permit fee (for both new and renewal applications) that recoup the City's actual costs at a minimum deposit requirement of \$13,000 at the time of filing for a medical marijuana dispensary permit.

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item has been budgeted in the 2016-2017 budget.

Prepared by: Clara Miramontes, Director of Development

City Attorney: Eric Dunn
 Assistant Director of Finance: Jennifer Erwin *JE*
Int. Asst. City Mgr.
 Public Hearing: *DM*
 January 10, 2017

Attachments:

Exhibit 1 - Resolution of Permit/Application Fee
 Exhibit 2 - Survey of Municipal Medical Marijuana Dispensary Permit Fees

RESOLUTION NUMBER (NEXT IN ORDER)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ESTABLISHING FEES FOR THE PROCESSING OF MEDICAL MARIJUANA DISPENSARY PERMIT APPLICATIONS TO OPERATE IN THE CITY OF PERRIS AND FEES FOR THE ADMINISTRATION AND IMPLEMENTATION OF CHAPTER 5.54 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE

WHEREAS, a General Municipal Election was held in the City of Perris, California, on November 8, 2016, at which a ballot measure was submitted to the voters concerning the adoption of a proposed ordinance for a medical marijuana dispensary regulatory program, which is codified under Chapter 5.54 of Title 5 of the Perris Municipal Code (“Measure K”);

WHEREAS, Measure K was approved by the voters;

WHEREAS, pursuant to Section 5.54.130(A) of the Perris Municipal Code, the City shall charge a fees for the purpose of defraying and recouping the City’s costs in processing medical marijuana dispensary permit applications, administration and implementation of Chapter 5.54 of Title 5 of the Perris Municipal Code;

WHEREAS, Measure K requires such fees to be adopted by resolution of the City Council;

WHEREAS, the City has analyzed the City’s costs of processing of applications for medical marijuana dispensaries and costs of administering and implementing Measure K, including costs of regular inspections authorized by Measure K;

WHEREAS, on December 28, 2016 and January 4, 2017, a notice of the public hearing to be held on January 10, 2017, regarding the proposed fee increases was published in the local newspaper;

WHEREAS, on January 10, 2016, after a staff report, which is incorporated herein by this reference, the City Council held a duly noticed public hearing at which oral and written testimony was received and considered; and,

WHEREAS, the City has therefore reviewed and determined that the attached fees do not exceed the actual costs of processing of applications for medical marijuana dispensaries and costs of administering and implementing Measure K, including costs of regular inspections authorized by Measure K;

WHEREAS, based upon the forgoing, the above-mentioned staff report and the oral and written testimony received and considered at the above-mentioned public hearing, the City Council now desires to adopt the attached fees pursuant to Section 5.54.130(A) of the Perris Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. That, pursuant to Section 5.54.130(A) of the Perris Municipal Code, the City Council hereby adopts the application processing, administration and implementation fees and the related deposit amounts as provided in Attachment 1 of this Resolution.

Section 3. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Perris, California, at a regular meeting held on the 10th day of January, 2017.

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT 1

APPLICATION PROCESSING, ADMINISTRATION AND IMPLEMENTATION FEES

**Medical Marijuana Dispensary Permit Application Processing and
Regulatory Permit Fees
(Pursuant to Perris Municipal Code §§ 5.54.130(A)(1) and 5.54.130(A)(2))**

New & Renewal Application Processing Fee: Actual Costs. Deposit: \$4,500*

Annual New and Renewal Regulatory Permit Fee: Actual Costs. Deposit: \$8,500*

*This deposit shall be paid at the time of application/permit filing and will be used to pay for the City's actual costs in processing and regulating new and renewal applications. If the City's actual costs exceed the amounts deposited, then the applicant will be billed for such costs. Any unused portion of the deposit may be refunded upon the written request of the applicant.

EXHIBIT 2

MEDICAL MARIJUANA DISPENSARY APPLICATION/REGULATORY FEE SURVEY

| City | Fees |
|--------------------|---|
| Palm Springs | \$7,500 Regulatory Permit |
| Cathedral City | \$2,170 Conditional Use Permit <u>\$7,500</u> Regulatory Permit \$9,670 Total |
| Desert Hot Springs | \$6,115 Conditional Use Permit <u>\$5,935</u> Regulatory Permit \$12,050 Total |
| Santa Ana | \$1,000 Application Fee <u>\$12,086</u> Regulatory Permit \$13,086 Total |

CITY COUNCIL/REDEVELOPMENT AGENCY
AGENDA SUBMITTAL
January 10, 2017

SUBJECT: Riverside County Homeless Population Point in Time Count

REQUESTED ACTION:

No Action is required. Path of Life Ministries will present an overview of the Riverside County Homeless Point in Time Count to be conducted on Tuesday, January 24, 2017.

CONTACT: Sabrina Chavez, Assistant Director of Housing and Community Services

BACKGROUND/DISCUSSION:

The U.S. Department of Housing and Urban Development (HUD) requires that all Continuum of Care (CoC) systems funded by HUD complete a homeless count and survey every two years. As a HUD recognized entitlement community, the City participated in and conducted its first Homeless Point in Time Count on January 23, 2013. The most recent homeless count was conducted by Riverside County staff on January 26, 2016 and resulted in 65 unsheltered individuals identified in the City of Perris. This was a 25% increase from the homeless count City staff conducted on January 28, 2015.

On January 24, 2017 the City of Perris Housing Authority, in partnership with Path of Life Ministries, will conduct a one day street and service based survey of the unsheltered individuals within the incorporated limits of the City of Perris to identify how many people are homeless on a given day. The information gathered from the survey will be used by HUD to prepare a congressional report. Based on the information gathered from the survey, the CoC will be able to identify needed resources for services to help the homeless, and offer a means of measuring the impact of homeless programs and services county-wide.

The City of Perris will be divided into "zones" wherein locations where unsheltered individuals reside in each zone will be identified. Path of Life staff and volunteers will set out to these zones and conduct the HUD survey the morning of January 24, 2017. The count will be conducted from 5:00 am to 9:00 am unless more time is needed. An orientation for interested volunteers is scheduled for 6:00 pm on Thursday January 19, 2017 at the Perris Senior Center.

BUDGET (or FISCAL) IMPACT: No fiscal impact. The count will be conducted during business hours by Path of Life Ministries and volunteers.

Prepared by: Sara Cortés de Pavón, Grants Manager

Reviewed by: Darren Madkin, Assistant City Manager

Other: X

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 10, 2017

SUBJECT: Code Enforcement Services

REQUESTED ACTION: Authorize the City Manager to proceed with formation of in-house code enforcement services

CONTACT: Clara Miramontes, Director of Development Services *CM*

BACKGROUND/DISCUSSION:

At the July 12, 2016 meeting, the City Council approved a contract for Riverside County code enforcement services for a 6-month term and a 90-day written termination notice so that the City Council could revisit the contract at the end of the 6 months. The City Council directed staff to bring this item back at the end of the 6-month period to decide whether the City should terminate Riverside County code enforcement services and proceed with bringing code enforcement services in-house or extend the contract to the end of June 2017. If the City Council directs staff to proceed with creating a City Code Enforcement Division, a 90-day written termination notice will be issued to Riverside County and services can be continued on a month to month basis per a written agreement. This would allow City staff time to begin the recruitment and employment process which may take a few months.

Staff has put together a budget estimate if the City were to form an in-house Code Enforcement Division with similar staffing levels provided in the County's contract. The total first year cost for an in-house Code Enforcement Division is approximately \$919,239. This includes annual salaries for a code enforcement supervisor, (4) four code enforcement officers, a parking citations officer, an office clerk, vehicle purchases, vehicle fuel, computer/software and annual training costs for the first year. First year one-time costs associated with vehicle and computer/software purchase is \$170,640. Thereafter, total annual costs would be approximately \$748,589, which includes salaries and vehicle fuel, assuming no salary increases in the next fiscal year. The yearly contract cost for County code enforcement services is \$906,996.00 for fiscal year 2016-2017.

The City also receives fees from parking and administrative citations that offset the cost of code enforcement services. Last fiscal year 2015-2016, the City received \$375,628 in parking citation fees and \$151,128 in administrative code citation fees, totaling \$526,756.

The City Council is being asked to direct staff to proceed with the formation of in-house code enforcement services and terminate County services. If the City Council chooses to terminate County contract services, a 90-day written notice shall be provided to the County and month to month services could still be provided, as needed and per a written agreement.

BUDGET (or FISCAL) IMPACT:

The first year annual cost bring code enforcement services in-house is \$919,239.00

Prepared by: Clara Miramontes, Director of Development

Assistant Director of Finance: Jennifer Erwin *JE*
Int. Asst. City Mgr. *DM*

Business Item: January 10, 2016

Attachments: Budget Estimate for In-House Code Enforcement
Current County Code Enforcement 6-Month Term Contract 2016-2017

CITY OF PERRIS

BUDGET ESTIMATE FOR IN-HOUSE CODE ENFORCEMENT

ANNUAL COSTS

| Position | Salary | Salary with Benefits |
|--|----------------------------|-----------------------------|
| Code Compliance Supervisor | \$78,219 | \$119,414 |
| Code Compliance Officer III | \$71,444 | \$107,143 |
| Code Compliance Officer III | \$71,444 | \$107,143 |
| Code Compliance Officer III | \$71,444 | \$107,143 |
| Code Compliance Officer II | \$64,453 | \$99,132 |
| Code Compliance Officer I – Parking Citations | \$58,391 | \$91,874 |
| Administrative Clerk | \$43,417 | \$71,740 |
| TOTAL YEARLY SALARY COSTS | | \$703,589 |
| YEARLY FUEL COST (6 Vehicles) | | \$40,000 |
| ANNUAL TRAINING/CACEO | | \$3,500 |
| UNIFORM ALLOWANCE | (\$250 per officer) | \$1,500 |
| TOTAL ANNUAL COSTS | | \$748,589 |

FIRST YEAR START-UP COSTS

| | | |
|---|--|------------------|
| 5 Ford Escape Vehicles | \$27,500 (includes light bar installation) | \$137,500 |
| 1 Ford Focus Vehicle (Parking Citations) | \$20,150 (include light bar installation) | \$20,150 |
| Computers/Software (staff of 6) | | \$13,000 |
| TOTAL START-UP COST FIRST YEAR | | \$170,640 |

| | |
|--|----------------|
| TOTAL FIRST YEAR COST W/SALARY AND START-UP | 917,729 |
|--|----------------|

**AGREEMENT FOR CODE ENFORCEMENT SERVICES BETWEEN THE COUNTY OF
RIVERSIDE AND THE CITY OF PERRIS**

THIS AGREEMENT is made and executed effective this 22nd day of July, 2016 by and between the County of Riverside, California (hereinafter "COUNTY"), and the City of Perris, California (hereinafter "CITY"), as follows:

RECITALS

- A. CITY and COUNTY have previously entered into an agreement to provide code enforcement services to CITY and that agreement expires on June 30, 2016.
- B. CITY desires that COUNTY continue to provide certain code enforcement services on behalf of CITY.
- C. Such code enforcement services shall be provided by the Riverside County Code Enforcement Department (hereinafter "CODE ENFORCEMENT").
- D. COUNTY and CITY desire to define the scope of code enforcement services to be provided and the terms and conditions pursuant to which COUNTY will continue to provide said services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1 - RECITALS INCORPORATED

The foregoing recitals are incorporated herein and made a part of this Agreement by this reference.

SECTION 2 - ADMINISTRATION

The CODE ENFORCEMENT Official, or his designee, shall administer this Agreement on behalf of COUNTY (hereinafter "COUNTY'S contract administrator"). CITY manager, or his designee, shall administer this Agreement on behalf of CITY (hereinafter "CITY'S contract

administrator").

SECTION 3 - SCOPE OF SERVICES

COUNTY shall provide the code enforcement services described in Exhibit "A" to this Agreement, which is incorporated herein by this reference. COUNTY shall comply with all CITY codes, ordinances, resolutions, regulations, and policies (hereinafter "CITY codes") in providing the code enforcement services on behalf of CITY. COUNTY shall work and consult directly with CITY and its staff in providing such services. COUNTY shall not be required to, and shall not, respond to any person or entity other than CITY concerning the code enforcement services it provides. CITY shall be responsible for responding to all such persons or entities as further set forth herein. This Agreement is related to CODE ENFORCEMENT services only and does not commit any other COUNTY agency to provide services and specifically does not include legal services.

SECTION 4 - PERSONNEL

In providing the code enforcement services described in this Agreement, COUNTY and its staff shall be considered independent contractors and shall not be considered CITY employees for any purpose. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control. Neither CITY, nor its officials, officers, employees, or agents shall have control over the conduct of COUNTY or any of COUNTY'S officials, officers, employees, or agents except as set forth in this Agreement. COUNTY shall have no authority to bind CITY in any manner or to incur any obligation, debt, or liability of any kind on behalf of or against CITY, whether by contract or otherwise. COUNTY shall not at any time, or in any manner, represent that COUNTY or any of COUNTY'S officials, officers, employees, or agents are in any manner officials, officers, employees, or agents of CITY. COUNTY shall pay all wages, salaries, and other amounts due such personnel in connection with the code enforcement services to be provided pursuant to the terms of this Agreement and as required by law and COUNTY shall be responsible for any and all claims

made by such personnel, including but not limited to workers' compensation and personal injury. Neither COUNTY, nor any of COUNTY'S officials, officers, employees, or agents shall obtain any rights to retirement, health care, or any other benefits that may otherwise accrue to CITY'S employees. COUNTY expressly waives any claim COUNTY may have to any such rights. CITY may request a reassignment of a(n) employee(s), and COUNTY will reassign any COUNTY employee working under this Agreement, if for any reason the employee is incompatible with the direction CITY desires for its code enforcement program.

SECTION 5 - VEHICLES

If CITY chooses to provide vehicles for COUNTY'S use in providing professional services, the vehicles shall meet COUNTY'S specifications, shall be adequately equipped and ready for service, and shall be registered in the name of CITY. CITY-owned vehicles shall only be used for CITY-approved functions. Alternatively, if CITY-owned vehicles are not provided, COUNTY shall use its own vehicles and CITY shall agree to fuel COUNTY vehicles at CITY expense.

SECTION 6 - COST OF SERVICES

Exhibit "A" shows the total reimbursable cost to be paid by CITY to COUNTY on a eight and a half (8.5) month basis for code enforcement services, excluding potential costs for any additional services requested by CITY and agreed to by COUNTY in writing. CITY shall provide office space for code enforcement services to be performed. CITY will not be charged for additional services beyond those set forth in Exhibit "A", unless agreed upon in writing by the parties.

SECTION 7 - BILLING

COUNTY'S contract administrator shall submit to CITY'S contract administrator a monthly invoice which shall include an itemized accounting of all services performed and shall reflect charges equaling 1/8.5th of the total cost for regular services performed, plus any Additional Services that may have been requested that month, as set forth in Exhibit A.

SECTION 8 - PAYMENTS

CITY shall pay each monthly invoice within thirty (30) days of receipt by CITY'S contract administrator of an invoice from COUNTY'S contract administrator. CITY may dispute any monthly invoice by submitting a written description of the dispute to COUNTY'S contract administrator within ten (10) days of the date CITY'S contract administrator receives the invoice from COUNTY'S contract administrator. CITY may defer the payment of any portion of the invoice in dispute until such time as the dispute is resolved; however, all portions of the invoice not in dispute must be paid within the thirty (30)-day period set forth herein.

SECTION 9 - RECORD MAINTENANCE

COUNTY shall maintain all documents and records relating to the implementation of this Agreement, including, but not limited to, any and all ledgers, books of account, invoices, vouchers, canceled checks, and other expenditure or disbursement documents. Such documents and records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the code enforcement services provided by COUNTY pursuant to this Agreement. Such documents and records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to public agency audits and expenditures.

SECTION 10 - RECORD INSPECTION

All documents and records required to be maintained pursuant to Section 9 of this Agreement shall be made available for inspection, audit, and copying at any time during regular business hours upon the request of CITY'S contract administrator. Copies of such documents or records shall be provided directly to CITY'S contract administrator for inspection, audit, and copying when it is practical to do so; otherwise, such documents and records shall be made available at COUNTY'S address specified in Section 14 of this

Agreement.

SECTION 11 - DUTY TO INFORM AND RESPOND

CITY'S contract administrator shall promptly transmit to COUNTY'S contract administrator all inquiries, complaints, and correspondence that CITY receives concerning COUNTY'S code enforcement services that CITY'S contract administrator has knowledge of. COUNTY'S contract administrator shall promptly transmit to CITY'S contract administrator all inquiries, complaints, and correspondence that COUNTY receives in the course of providing code enforcement services. CITY shall be responsible for responding to all such inquiries, complaints, and correspondence. COUNTY will cooperate in such responses by providing relevant information requested by CITY.

SECTION 12 - STANDARD OF PERFORMANCE

COUNTY represents and warrants that it has the qualifications and experience necessary to properly perform the code enforcement services described in this Agreement. In meeting its obligations under this Agreement, COUNTY shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of COUNTY under this Agreement.

SECTION 13 - PERMITS AND LICENSES

After consultation with CITY, COUNTY shall obtain any and all permits, licenses, and authorizations necessary to perform the code enforcement services described in this Agreement.

SECTION 14 - NOTICES

Any notices required or permitted to be sent to either party shall be deemed given when personally delivered to the individuals identified below or when addressed as follows and deposited in the U.S. Mail, postage prepaid:

County of Riverside

City of Perris

Code Enforcement Department
4080 Lemon Street, 12th Floor
Riverside, CA 92502
Attention: Code Enforcement Official

101 N. D Street
Perris, CA 92570
Attention: Richard Belmudez
City Manager

SECTION 15 - OWNERSHIP OF DATA

Ownership and title to all reports, documents, plans, specifications, and estimates produced or compiled pursuant to this Agreement shall automatically be vested in CITY and become the property of CITY. CITY reserves the right to authorize others to use or reproduce such materials and COUNTY shall not circulate such materials, in whole or in part, or release such materials to any person or entity other than CITY without the authorization of CITY'S contract administrator.

SECTION 16 – CONFIDENTIALITY OF RECORDS

COUNTY shall observe all applicable federal and state laws concerning the confidentiality of records. All information gained or work product produced by COUNTY pursuant to this Agreement shall be considered confidential, unless such information is subject to disclosure pursuant to any federal or state law as determined by CITY. COUNTY'S contract administrator shall promptly notify CITY'S contract administrator when COUNTY receives a request for release or disclosure of information or work product. COUNTY shall not release or disclose information or work product to persons or entities other than to CITY. Any request for release of records pursuant to the California Public Records Act shall be immediately forwarded to CITY'S contract administrator. CITY shall be solely responsible for providing the appropriate response to the person or entity making the request. COUNTY shall assist CITY, if so requested by CITY, with gathering any records CITY deems appropriate for release.

SECTION 17 - INDEMNIFICATION

Indemnification by COUNTY. Except as provided below in the paragraph entitled "Special Circumstances," COUNTY shall indemnify, defend, and hold harmless CITY, its officials,

officers, employees, and agents from all claims and liability for loss, damage, or injury to property or persons, including wrongful death based on COUNTY'S willful misconduct arising out of or in connection with the performance of professional services under this Agreement including, without limitation, the payment of attorney's fees.

Indemnification by CITY. CITY shall indemnify, defend, and hold harmless COUNTY, its officials, officers, employees, and agents from all claims and liability for loss, damage, or injury to property or persons, including wrongful death based on CITY'S willful misconduct arising out of or in connection with the performance of professional services under this Agreement including, without limitation, the payment of attorney's fees.

Special Circumstances. Notwithstanding the above, COUNTY shall not indemnify, defend, and hold harmless CITY, its officials, officers, employees, and agents, and CITY shall indemnify, defend, and hold harmless COUNTY its officials, officers, employees, and agents, from all claims and liability resulting from any of the following:

1. The invalidity of CITY'S codes;
2. How CITY decides to address, or prioritize actions addressing, alleged violations of CITY'S codes; and
3. CITY'S failure to provide pertinent information as provided in Sections 11 and 16 of this Agreement.

Notification and Cooperation. The parties mutually agree to notify each other through their respective contract administrators if they are served with any summons, complaint, discovery request, or court order (hereinafter "litigation documents") concerning this Agreement and the code enforcement services provided hereunder. The parties also mutually agree to cooperate with each other in any legal action concerning this Agreement and the code enforcement services provided hereunder. Such cooperation shall include each party giving the other an opportunity to review any proposed responses to litigation documents. This right of review does not, however, give either party the right to control, direct, or rewrite the proposed responses of the other party.

SECTION 18 - INSURANCE

The parties agree to maintain the types of insurance and liability limits that are expected for entities of their size and diversity. The types of insurance maintained and the limits of liability for each insurance type shall not limit the indemnification provided by each party to the other. If CITY chooses to provide vehicles for COUNTY'S use, CITY shall maintain liability insurance for CITY-owned vehicles and insurance for any physical damage to CITY-owned vehicles in an amount equal to the replacement value of all vehicles provided. The vehicle policies shall, by endorsement, name COUNTY, its agencies and departments, and their respective officials, officers, employees, and agents as additional insured's. COUNTY shall maintain liability insurance for COUNTY-owned vehicles used in performing services under this Agreement and insurance for any physical damage to COUNTY-owned vehicles in an amount equal to the replacement value of all vehicles used. It is understood by the parties that COUNTY may provide insurance through a program of self-insurance.

SECTION 19 - ASSIGNMENT

The expertise and experience of COUNTY are material considerations for this Agreement. CITY has an interest in the qualifications and capabilities of the persons that COUNTY will use to fulfill its obligations under this Agreement. In recognition of that interest, COUNTY shall not assign or transfer this Agreement, in whole or in part, or the performance of any of COUNTY'S obligations under this Agreement without the prior written consent of CITY'S contract administrator. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including summary termination of this Agreement.

SECTION 20 - IMMUNITIES

Nothing in this Agreement is intended to nor shall it impair the statutory limitations and/or immunities applicable or available to the parties under state laws and regulations.

SECTION 21 - MODIFICATIONS

This Agreement may be amended or modified only by mutual agreement of the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

SECTION 22 - WAIVER

Any waiver by a party of any breach of one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of either party to require exact, full and complete compliance with any terms of this Agreement shall not be construed as changing in any manner the terms hereof, or stopping that party from enforcing the terms hereof.

SECTION 23 - SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 24 - TERM

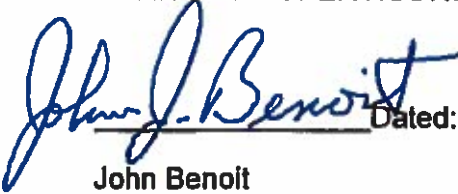
This Agreement shall become effective on July 1, 2016, and shall remain in effect for eight and a half (8.5) months, terminating March 15, 2017. This Agreement may be terminated by CITY at any time with ninety (90) days written notice to COUNTY or may be terminated by COUNTY at any time with ninety (90) days written notice to CITY. This Agreement may be extended for up to an additional twelve (12) months if the parties, through their respective governing bodies, mutually agree to the extension in writing and mutually agree on the rates to be charged for code enforcement services.

SECTION 25 - ENTIRE AGREEMENT

This Agreement is intended by the parties as a final expression of their understanding with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings, written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

BOARD OF SUPERVISORS:


Dated: ~~JUL 26 2016~~

John Benoit

Chairman, Riverside County Board of
Supervisors

ATTEST:

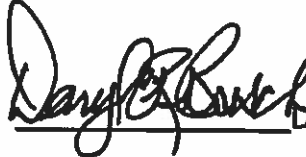
CLERK OF THE BOARD:

By: 

Kecia Harper-Hem

Clerk of the Board, Riverside County

CITY COUNCIL:


Dated: 8/24/16

Daryl R. Busch

Mayor, City of Perris

ATTEST:

CITY CLERK:

By: 

Nandy Salazar

City Clerk, City of Perris

APPROVED AS TO FORM:

Karin Watts-Bazan
Dated: 7/19/16

fw
Karin Watts-Bazan
Principal Deputy County Counsel,
Riverside County

APPROVED AS TO FORM:

Eric Dunn
Dated: 8/23/16

Eric Dunn
City Attorney, City of Perris

Exhibit A

1. The following positions and overhead shall be provided by COUNTY for the initial term of the Agreement for the costs as shown:

**FY 16/17 Budget
(07/01/16 – 03/15/17)**

| | |
|---|------------------|
| (1) Code Enforcement Supervisor | \$119,883 |
| (1) Senior Code Enforcement Officer | \$113,586 |
| (1) Code Enforcement Officer III ¾ time | \$ 79,941 |
| (1) Code Enforcement Officer III | \$ 96,453 |
| (1) Code Enforcement Officer II | \$ 79,941 |
| (1) Code Enforcement Technician | \$ 56,350 |
| (1) Code Enforcement Aide | \$ 47,433 |
| Contract Administration | \$ 17,709 |
| | |
| Cost for (6) Vehicles (Fuel Provided by City) | <u>\$ 27,892</u> |
| | |
| Total Contract | \$642,456 |

2. The following Code Enforcement Services will be provided:

- Saturday service for one (1) Code Enforcement Officer
- Conduct community outreach programs to educate public on code enforcement matters
- Accept and investigate citizen complaints of code violations
- Enforce all of CITY'S municipal codes
- Issue Notice of Violations to code violators in accordance with CITY'S municipal code, including proper noticing.
- Issue citations in accordance with CITY'S municipal code

NOTE: Processing of citations, including processing of citation appeals, is not part of COUNTY function under this Agreement. (This is generally contracted to an outside vendor)

- **Oversee abatements of hazardous conditions within CITY, including proper noticing**
 - **Prepare case files for presentation to City Attorney for cases requiring litigation**
 - **Respond to all code violations in a timely manner**
- 3. The parties agree, CODE ENFORCEMENT officers assigned to work in unincorporated areas adjacent to CITY may assist officers assigned to CITY as needed and agreed upon by the contract administrators. Conversely, officers assigned to CITY may assist CODE ENFORCEMENT officers working in unincorporated areas adjacent to CITY as needed and agreed upon by the contract administrators. Such arrangements shall be memorialized in writing by the contract administrators, which shall identify the work outside of the normal assignment area and the estimated cost. These assignments will be billed on an hourly reimbursement basis according to the rates set forth herein.**
- 4. Additional Services may be provided as follows, upon written request by CITY (electronic mail, E-MAIL, will be considered written request):**
- **CODE ENFORCEMENT may assist CITY in amending or creating ordinances to provide efficiencies and savings within the current process.**
 - **CODE ENFORCEMENT is available to assist CITY with mutually agreed upon special projects.**



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Hector Viray
Interim Code Enforcement Official

August 19, 2016

City of Perris
Office of the City Clerk
101 North "D" Street
Perris, CA 92570

Re: Agreement for Code Enforcement Services for the City of Perris

Dear City Clerk,

Enclosed, please find three (3) original agreements that have been executed by the County of Riverside. The agreements require the City of Perris signatures. Once the signatures have been obtained, please forward two (2) fully executed agreements (for Riverside County Clerk of the Board [as stamped] and Riverside County Code Enforcement Department) to my attention.

If you have any questions, please do not hesitate in contacting me at (951) 955-0058.

Sincerely,

Emma Gutierrez
Executive Assistant II

Enclosures

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: January 10, 2017

SUBJECT: Appointments to Committees and City Commissions,
Agencies and Mayor Pro Tem

REQUESTED ACTION: Mayor and City Council to make appointments to the
various agencies and committees to represent the City.

CONTACT: City Council and City Manager

BACKGROUND/DISCUSSION: The terms for the various committee appointments
are nearing expiration and it is now time to appoint delegates for 2017. A list of the
committees/agencies requiring appointment is attached for consideration.

BUDGET (or FISCAL) IMPACT: None

Reviewed by:

City Attorney: N/A

Assistant City Manager:

Attachments: Council Appointments

Consent:

Public Hearing:

Business Item: January 10, 2017

Other:



CITY OF PERRIS

Office of the City Clerk

Nancy Salazar, City Clerk
101 North "D" Street
Perris, California 92570
Tel: (951) 956-2925
Fax: (951) 657-1087

On January 12, 2016, and updated on January 26, 2016, the following appointments were made and will be effective until December 31, 2016, and will be updated when new appointments or changes are made.

COUNCIL APPOINTMENTS

Mayor Pro Tem Rita Rogers

COMMUNITY ACTION COMMISSION

*Councilmember Tonya Burke, Delegate
Councilmember Raul Mark Yarbrough, Alternate*

*December 2016
December 2016*

RIVERSIDE TRANSIT AGENCY

*Councilmember Tonya Burke, Delegate
Mayor Pro Tem Rita Rogers, Alternate*

*December 2016
December 2016*

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

*Mayor Pro Tem Rita Rogers, Representative
Councilmember Tonya Burke, Alternate*

*December 2016
December 2016*

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

*Councilmember David Starr Rabb, Delegate
Councilmember Raul Mark Yarbrough, Alternate*

*December 2016
December 2016*

MARCH JOINT POWERS AUTHORITY COMMISSION

*Mayor Daryl R. Busch, Representative
Mayor Pro Tem Rita Rogers, Representative
Councilmember Raul Mark Yarbrough, Alternate*

*December 2016
December 2016
December 2016*

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Councilmember Raul Mark Yarbrough, Delegate

December 2016

EAST-WEST CORRIDOR COMMITTEE

*Councilmember David Starr Rabb, Representative
Mayor Pro Tem Rita Rogers, Alternate*

*December 2016
December 2016*

**RIVERSIDE COUNTY HABITAT
CONSERVATION AUTHORITY**

*Councilmember Raul Mark Yarbrough, Representative
Councilmember Tonya Burke, Alternate*

*December 2016
December 2016*

RIVERSIDE COUNTY LIBRARY SYSTEM ZONE ADVISORY BOARD

Councilmember Tonya Burke, Representative

December 2016

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

*Mayor Daryl R. Busch, Representative
Mayor Pro Tem Rita Rogers, Alternate*

*December 2016
December 2016*

RIVERSIDE COUNTY OFFICE ON AGING ADVISORY BOARD

Councilmember David Starr Rabb, Representative

December 2016

TUMF ZONE COMMITTEE

*Mayor Pro Tem Rita Rogers, Representative
Councilmember David Starr Rabb, Alternate*

*December 2016
December 2016*

REGIONAL FAMILY, YOUTH AND HEALTH TASK FORCE

*Councilmember Tonya Burke
Councilmember David Starr Rabb*

*December 2016
December 2016*

CITY COUNCIL WORKING COMMITTEES

WAYS & MEANS

*Councilmember Tonya Burke
Mayor Pro Tem Rita Rogers*

*December 2016
December 2016*

PUBLIC WORKS

*Councilmember David Starr Rabb
Councilmember Raul Mark Yarbrough*

*December 2016
December 2016*

PARKS & RECREATION

*Mayor Pro Tem Rita Rogers
Councilmember Raul Mark Yarbrough*

*December 2016
December 2016*

AD HOC SCHOOL DISTRICT LIAISON

*Mayor Pro Tem Rita Rogers
Councilmember Tonya Burke*

*December 2016
December 2016*

SENIOR CITIZEN AD HOC

*Mayor Pro Tem Rita Rogers
Councilmember David Starr Rabb*

*December 2016
December 2016*

PUBLIC SAFETY AD HOC

*Councilmember David Starr Rabb
Councilmember Tonya Burke*

*December 2016
December 2016*

ECONOMIC DEVELOPMENT AD HOC

*Councilmember David Starr Rabb
Councilmember Tonya Burke*

*December 2016
December 2016*

COUNCIL LIAISONS TO COMMUNITY COMMITTEES

ECONOMIC DEVELOPMENT COMMITTEE

*Councilmember Tonya Burke
Councilmember David Starr Rabb*

*December 2016
December 2016*

COMMUNITY DEVELOPMENT COMMITTEE

*Mayor Pro Tem Rita Rogers
Councilmember Raul Mark Yarbrough*

*December 2016
December 2016*

BEAUTIFICATION COMMITTEE

*Mayor Daryl Busch
Councilmember Raul Mark Yarbrough*

*December 2016
December 2016*