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101 North "D" Street, or call (951) 943-6100*

AGENDA
JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR
AGENCY TO THE REDEVELOPMENT AGENCY, PUBLIC
FINANCE AUTHORITY, PUBLIC UTILITY AUTHORITY,
HOUSING AUTHORITY, PERRIS JOINT POWERS
AUTHORITY AND PERRIS COMMUNITY ECONOMIC
DEVELOPMENT CORPORATION OF THE CITY OF PERRIS
Tuesday, May 31, 2016
6:30 P.M.
City Council Chambers
(corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California

CLOSED SESSION: 6:00 P.M.

ROLL CALL:

Rabb, Rogers, Yarbrough, Burke, Busch

- A. Conference with Real Property Negotiators – Government Code
Section 54956.8
Property: APN #'s: 313-092-022 and 313-092-007
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Arjun Nagarkati, President
AMCAL Multi-Housing, Inc.
Under Negotiation: Price and terms of payment

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

2. ROLL CALL:

Rabb, Rogers, Yarbrough, Burke, Busch

3. INVOCATION:

Pastor Noland Turnage
The Grove Community Church
227 N. "D" Street
Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilman Rabb will lead the Pledge of Allegiance.

5. 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 by Juan Rodriguez, Recreation Leader announcing "Parks Make Life Better" City Photo Contest.

6. 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 May 10, 2016.

7. 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 the Second Reading of Ordinance Number (next in order) repealing Chapter 3.04 of the Perris Municipal Code, Emergency Water Reserve Fund.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTIONS 3.04.010 AND 3.04.020 OF CHAPTER 3.04 OF TITLE 3 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING AN EMERGENCY WATER RESERVE FUND

- B. Approve Development Impact Fee (DIF) and Transportation Uniform Mitigation Fee (TUMF) Credit Agreements for Ethanac Road Improvements for Tract 32666, Richland Communities, located along future Ethanac Road just west of the San Jacinto River.
- C. Receive and File the Investment Report for Quarter Ended March 31, 2016.
- D. Adopt Resolution Numbers (next in order) regarding Annexation of Parcel Map 37043 to Landscape Maintenance District No. 1 (LMD 1) located east of the southeast corner of Perris Boulevard and Ramona Expressway. (Ownership of: Ramona Expressway and Perris Investments, 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 199 AND BENEFIT ZONE 120 (PARCEL MAP 37043) 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 37043 TO BENEFIT ZONE 199 AND BENEFIT ZONE 120, 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 119 AND BENEFIT ZONE 120, 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 119 AND BENEFIT ZONE 120, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 37043 TO

BENEFIT ZONE 119 AND BENEFIT ZONE 120, 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 AUGUST 30, 2016

- E. Adopt Resolution Number (next in order) regarding Annexation of Parcel Map 37043 to Flood Control Maintenance District No. 1, location east of the southeast corner of Perris Boulevard and Ramona Expressway. (Ownership of: Ramona Expressway and Perris Investments, 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 37043 TO BENEFIT ZONE 86, 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 AUGUST 30, 2016

- F. Adopt Resolution Numbers (next in order) regarding the General Municipal Election for November 8, 2016.

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, CALLING FOR, AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,

ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE ELECTORATE AND THE COSTS THEREOF FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON NOVEMBER 8, 2016

G. Approve Check Register for April 2016.

8. PUBLIC HEARINGS:

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

A. Consideration to adopt Resolution Number (next in order) regarding Annexation of Parcel Map 36010 to the City's Flood Control Maintenance District (FCMD 1) No. 1, located between Markham Street and the Ramona Expressway between Brennan Avenue and Indian Avenue. (Ownership of: Prudential).

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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PARCEL MAP 36010 TO BENEFIT ZONE 87, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

9. 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. Consideration to approve a restaurant attraction/incentive package.

Introduced by: Michael McDermott, Chief Operating Officer

PUBLIC COMMENT:

- B. Update regarding March Air Reserve Base and Perris Valley Airport Influence Areas within the City of Perris.

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

10. 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.

11. 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.

12. CITY MANAGER'S REPORT:

13. 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 *NS*
DATE: May 31, 2016
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on May 10, 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 *JLH*
Approved by: Nancy Salazar, City Clerk

Attachments:

- Minutes of the Regular Joint Meeting held on May 10, 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: May 10, 2016

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Busch called the Closed Session to order at 5:33 p.m.

ROLL CALL

Councilmember's Present: Burke, Rabb, Rogers, Busch

Councilmember Yarbrough arrived at 6:10 p.m.

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

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 2 cases

The City Council adjourned to Closed Session at 5:34 p.m.

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

The City Council reconvened in Open Session and Mayor Busch called the Regular City Council meeting to order at 6:31 p.m.

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

Councilmember's Present: Burke, Rabb, Rogers, Yarbrough, Busch

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer Motlagh, Assistant City Manager Carr, Deputy City Manager Madkin, Redevelopment & Economic Development 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, Public Information Officer Vargo and City Clerk Salazar.

3. INVOCATION: Pastor James Baylark Good Hope Missionary

4. PLEDGE OF ALLEGIANCE:

Councilwoman Burke led the Pledge of Allegiance.

5. PRESENTATIONS/ANNOUNCEMENTS:

- A. Proclamation in recognition of Community Action Partnership of Riverside County for the month of May 2016.
- B. Proclamation proclaiming month of May as "Poppy Month."
- C. Presentation by The Youth Advisory Committee on Community Preservation.
- D. Presentation by Veronica Arana, Counter Services Supervisor on the City of Perris Clean Up Day May 14, 2016.
- E. Cynthia Mendez, Recreation Coordinator will announce the Senior Prom Event.

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 April 26, 2016.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

7. CONSENT CALENDAR:

Councilmember Yarbrough requested that item 7.H. be pulled for separate discussion and a brief presentation by staff.

City Manager Belmudez noted that regarding item 7.F. there was a slight modification in the location being requested and the Council Chambers should be substituted for the Senior Center.

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

- A. Adopted Resolution Number 4989 regarding Annexation of APN 320-250-049 into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 22. Project: Fast5Xpress Car Wash. (Owner: SFP E).

Resolution Number 4989 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO (ANNEXATION NO. 22)

- B. Adopted Resolution Numbers 4990, 4991 and 4992 regarding Annexation of CUP 15-05056 to Maintenance District No. 84-1, located on the south side of 4th Street between “F” and “G” Streets. (Owner: Westmoreland Dynasty Limited Partnership).

Resolution Number 4990 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF CUP 15-05056 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4991 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER’S REPORT FOR ANNEXATION OF CUP 15-05056 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4992 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE

ASSESSED THE COST AND EXPENSE THEREOF;
DESIGNATING SAID ANNEXATION AS ANNEXATION OF
CUP 15-05056 TO MAINTENANCE DISTRICT NUMBER
84-1; DETERMINING THAT THESE PROCEEDINGS SHALL
BE TAKEN PURSUANT TO THE LANDSCAPING AND
LIGHTING ACT OF 1972; AND OFFERING A TIME AND
PLACE FOR HEARING OBJECTIONS THERETO ON JULY 12,
2016

- C. Adopted Resolution Numbers 4993, 4994 and 4995 regarding Annexation of CUP 15-05056 to Landscape Maintenance District No. 1 (LMD 1), located on the south side of 4th Street between "F" and "G" Streets. (Owner: Westmoreland Dynasty Limited Partnership).

Resolution Number 4993 is 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 118 (CUP 15-05056) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4994 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF CUP 15-05056 TO BENEFIT ZONE 118, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4995 is entitled:

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 188, 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 188, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 15-05056 TO BENEFIT ZONE 118, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING

THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 12, 2016

- D. Adopted Resolution Number 4996 regarding Annexation of CUP 15-05056 to Flood Control MD No. 1, location on the south side of 4th Street between "F" and "G" Streets. (Owner: Westmoreland Dynasty Limited Partnership).

Resolution Number 4996 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 CUP 15-05056 TO BENEFIT ZONE 88, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 12, 2016

- E. Approved bid award to Bill and Dave's Landscape Maintenance, Inc. for the maintenance of Earthen Swales, Storm Channels, Outfalls and Trenches (Spec. #FCD 1-2016-17-01).
- F. Approved fee waiver request from Restoring Hope Community Services for the use of Senior Center, Foss Field, the City Hall front lawn and Bob Glass Gym for a Community Health Fair event to be held on June 18, 2016 and June 17, 2017.
- G. Approved the three-year Financial Audit Contract with Teaman Ramirez and Smith, Inc. for the City of Perris, Perris Public Financing Authority, Perris Public Utility Authority, Perris Housing Authority, Perris Joint Powers Authority and the Perris Community Economic Development Corporation.
- H. Approved Contract with Greer's Concrete and reject other bid regarding the Triple Crown Wall (Phase I).

This item was taken separately.

City Engineer Motlagh gave a brief presentation on the item.

The following Councilmember's spoke:

Yarbrough

Rabb

Rogers

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve item 7.H. as presented.

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

NOES:

ABSENT:

ABSTAIN:

- I. Adopted Resolution Number 4997 approving the California Infrastructure and Economic Development Bank (CIEDB) Sewer Loan Rate Stabilization Fund.

Resolution Number 4997 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING A RESERVATION OF FUND BALANCE TO CREATE A RATE STABILIZATION FUND IN THE SEWER ENTERPRISE FUND

- J. Approved award of bid to SPEC Construction Co. for Commercial Seismic Retrofit on the Perris Theater located at 279 South "D" Street.
- K. Received and Filed the Façade Improvement Project Completion Report for 277 East 4th Street.
- L. Received and Filed the Façade Improvement Project Completion Report for 360 East 4th Street.

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve the Consent Calendar as presented with the exception of Item 7.H.

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

NOES:

ABSENT:

ABSTAIN:

8. PUBLIC HEARINGS:

- A. Adopted Resolution Number 4998 regarding Annual Engineer's Report for Maintenance District No. 84-1 (FY 2016/2017). Maintenance District 84-1 includes residential tracts and commercial developments throughout the City.

Resolution Number 4998 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY

**OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1,
CONFIRMING THE ASSESSMENT AND DIAGRAM AND
ORDERING THE LEVY AND COLLECTION OF SPECIAL
ASSESSMENTS FOR FISCAL YEAR 2016-2017**

Items 8.A., 8.B. and 8.C. were taken together.

Councilmember Rabb left the City Council Chambers at 7:10 p.m. and returned at 7:11 p.m.

These items were presented by Roxanne Shepherd, Shepherd & Staats

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

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

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

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by David Starr Rabb to Approve Resolution Numbers 4998, 4999 and 5000 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Number 4999 regarding Annual Engineer's Report for Landscape Maintenance District No. 1 (FY 2016/2017). Landscape Maintenance District No. 1 includes residential tracts and commercial developments throughout the City.

Resolution Number 4999 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2016-2017

This item was taken together with Items 8.A. and 8.C.

- C. Adopted Resolution Number 5000 regarding Annual Engineer's Report for Flood Control Maintenance District No. 1 (FY 2016/2017). Flood Control Maintenance District NO. 1 includes residential tracts and commercial developments throughout the City.

Resolution Number 5000 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2016-2017

This item was taken together with Items 8.A. and 8.B.

- D. Introduced the First Reading of Ordinance Number 1326 repealing Chapter 3.04 of the Perris Municipal Code, Emergency Water Reserve Fund.

The First Reading of Ordinance Number 1326 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTIONS 3.04.010 AND 3.04.020 OF CHAPTER 3.04 OF TITLE 3 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING AN EMERGENCY WATER RESERVE FUND

This item was presented by Assistant Director of Finance Erwin.

The Mayor opened the Public Hearing at 7:16 p.m.

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

The Mayor closed the Public Hearing at 7:16 p.m.

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Rita Rogers to Approve the First Reading of Ordinance Number 1326 as presented.

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

NOES:

ABSENT:

ABSTAIN:

9. **BUSINESS ITEMS:**

There were no Business Items.

Report on Closed Session

City Attorney Dunn reported that the City Council met in Closed Session and that direction was given but that there was no reportable action.

10. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:

Bill Lamb

Cindy Chambers

Deborah Andelin

Norman Towels

Bill Lamb-Mr. Lamb spoke to answer a question that had been asked during his comments earlier.

Travis Sanders

Jerry Green

Perish Moore

11. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Rabb

Yarbrough

Burke

Rogers

Busch

12. CITY MANAGER'S REPORT:

13. ADJOURNMENT:

There being no further business the Mayor adjourned the regular City Council meeting at 7:52 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 31, 2016

SUBJECT: Second Reading of the following Ordinance to repeal Chapter 3.04 of the Perris Municipal Code, Emergency Water Reserve Fund

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTIONS 3.04.010 AND 3.04.020 OF CHAPTER 3.04 OF TITLE 3 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING AN EMERGENCY WATER RESERVE FUND

REQUESTED ACTION: Approve second reading of Ordinance No. ____ to repeal Chapter 3.04 of the Municipal Code of the City of Perris established by Ordinance No. 153 in 1950

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

On May 10, 2016, the City Council held a public hearing and approved the first reading of an Ordinance to repeal Municipal Code Chapter 3.04 regarding an emergency water reserve fund. In support of the amendment, the staff report given at the public hearing stated the following:

- In 1950, Ordinance No. 153 was adopted and created Chapter 3.04 of the City of Perris Municipal Code. This ordinance was reviewed with the Ways and Means Subcommittee on April 19, 2016 and determined to be outdated.

Staff recommends the City Council approve the repeal of this ordinance.

BUDGET (or FISCAL) IMPACT: None

Reviewed by:

City Attorney
Assistant City Manager *De*

Attachments:

1. City of Perris Ordinance Repealing Chapter 3.04 of the Municipal Code

Consent

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTIONS 3.04.010 AND 3.04.020 OF CHAPTER 3.04 OF TITLE 3 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING AN EMERGENCY WATER RESERVE FUND

WHEREAS, on March 3, 1950, the City Council adopted Ordinance No. 153, which enacted Sections 3.04.010 and 3.04.020 of Chapter 3.04 of the City of Perris Municipal Code; and

WHEREAS, the City Council has determined to repeal old ordinances and sections of the Municipal Code that are no longer applicable.

WHEREAS, the City Council now desires to repeal these sections.

THE CITY COUNCIL OF THE CITY OF PERRIS HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as if set forth in full.

Section 2. No Repeal of other Provisions. Ordinance 153 is hereby repealed. Unless expressly modified or added herein, all provisions of Title 3 remain in full force and effect.

Section 3. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 5. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of _____, 2016.

Daryl R. Busch, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, City Clerk of the City of Perris that the foregoing Ordinance Number ____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of _____, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

Nancy Salazar, City Clerk

CITY COUNCIL/REDEVELOPMENT AGENCY
AGENDA SUBMITTAL

Meeting Date: May 31, 2016

SUBJECT: DIF & TUMF Credit Agreements for Ethanac Road Improvements, Tract 32666 Richland Communities

REQUESTED ACTION: Approve TUMF & DIF Credit Agreements

CONTACT: Habib Motlagh,  City Engineer

BACKGROUND/DISCUSSION:

Richland Communities is the owner of Tracts 32666, 33042, and 33900, located along future Ethanac Road just west of the San Jacinto River. The tracts are proposed to have a total of 911 single family homes (662 homes in 32666, 51 homes in 33042, and 198 homes in 33900).

The conditions of approval for the project require construction of significant improvements on Ethanac Road, including a bridge over the San Jacinto River. These improvements are part of both City's DIF and WRCOG TUMF nexus, and thus are eligible for DIF and TUMF Credit/Reimbursement. To that end, the attached credit agreements have been prepared using the appropriate boilerplate forms. City staff have reviewed the agreements and recommend their approval. Furthermore, WRCOG staff reviewed the TUMF agreement and provided a letter concurring with the City's approval.

Exhibit "I" of the DIF agreement has a map showing the three tracts in question as well as the street and bridge improvements that are covered, providing a helpful reference when reviewing both agreements.

TUMF Agreement

The developer's TUMF obligation is calculated to be \$8,083,303, based on the 911 lots in the three tracts. They are eligible for fee credit up to this amount. If they spend more than this amount while building the TUMF improvements, they could be eligible for reimbursement from WRCOG. Any reimbursement would require a subsequent agreement between the developer, the city, and WRCOG.

DIF Agreement

Unlike the TUMF agreement, Tract 32666 is not included in the DIF agreement. This is because a former owner of Tract 32666 had the property grandfathered into the old city DIF program in the mid-2000's, and pre-paid the DIF fee at that time. Since Tract 32666 is not participating in the current DIF program, it is not eligible for DIF credits.

The developer's DIF obligation for the 249 total homes in Tracts 33042 and 33900 is calculated to be \$1,002,225. This is the maximum DIF credit the developer would receive. If they spend more than this amount while building the DIF improvements, they could be eligible for reimbursement from the City's DIF fund. Any reimbursement would be subject to a subsequent reimbursement agreement between the City and Richland Communities, plus budgetary approval by the City Council and availability of funds in the City's DIF program.

BUDGET (or FISCAL) IMPACT:

There is no direct fiscal impact to the City of Perris as a result of the TUMF agreement. The developer is eligible for TUMF credits of up to \$8,083,303. If the cost of the TUMF improvements exceeds this amount, they may be able to receive reimbursement from WRCOG. The City of Perris will not provide any direct reimbursement to the developer under the terms of the TUMF agreement.

Under the terms of the DIF agreement, the developer may receive fee credits for up to \$1,002,225. If the construction cost of the eligible DIF improvements exceeded this amount, the developer could enter into a subsequent reimbursement agreement with the city (see Exhibit "D" of the DIF Agreement) to be

reimbursed by the City's DIF program. The reimbursement would not begin until all credits have been exhausted, and the total value of credit + reimbursement would be capped at \$4,094,969, which is the value of the required improvements on Ethanac per the DIF nexus study.

Reviewed by:

City Attorney
Assistant City Manager *ole*

Attachments:

- TUMF Credit Agreement between City of Perris and Richland Communities for Tracts 32666, 33042, and 33900 - improvements on Ethanac Road
- DIF Credit Agreement between City of Perris and Richland Communities for Tracts 33042 and 33900 – improvements on Ethanac Road
- Letter from WRCOG dated 4/22/16 authorizing the TUMF agreement

Consent: X

Public Hearing:

Business Item:

Other:

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** (“Agreement”) is entered into this ___ day of _____, 2016, by and between the City of Perris, a California municipal corporation (“City”), and Richland Ventures Inc. LLC, a Florida Corporation, with its principal place of business at 3161 Michelson Drive, Suite 425, Irvine, CA 92612 (“Developer”). City and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Developer owns approximately 377 acres of real property located within the City of Perris, California, which is more specifically described in the legal description set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, Developer has requested from City certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as 911 single family residential dwelling units of Tracts 32666 (67 DU), 32666-1 (222 DU), 32666-2 (147 DU), 32666-3 (155 DU), 32666-4 (71 DU), 33042 (51 DU), and 33900 (198 DU). (“Project”);

WHEREAS, the City is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 17 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee (“TUMF”) Program;

WHEREAS, as part of the TUMF Program, the City has adopted “Transportation Uniform Mitigation Fee Nexus Study: 2009 Update” (“2009 Nexus Study”);

WHEREAS, as a condition to City’s approval of the Project, City has required Developer to construct certain street and transportation system improvement(s) of regional importance (“TUMF Improvements”);

WHEREAS, pursuant to the TUMF Program, the City requires Developer to pay the TUMF which covers the Developer’s fair share of the costs to deliver those TUMF Improvements that help mitigate the Project’s traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the “TUMF Network”), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2009 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that

delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the City, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

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

TERMS

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

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as four (4) lanes of Ethanac Road, from the western boundary of Tract 32666-1 to the existing Ethanac Road terminus located east of San Jacinto River, a distance of approximately 0.59 miles, four (4) lanes of bridge over San Jacinto River, and two (2) lanes of Ethanac Road from City of Perris/County of Riverside boundary to the western boundary of Tract 32666-1, a distance of approximately 0.75 miles and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by City, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by City. Approval by City shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work

in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, City, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

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

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

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

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with City's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which City may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to City, at such intervals and in such form as City may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

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

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

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

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

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

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements,

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

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by City, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, City shall be authorized to accept the TUMF Improvements. City may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

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

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

compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of City’s demand for performance. In the event City elects to complete or arrange for completion of the remaining work and the TUMF Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

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

11.0 **Security; Surety Bonds.** Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below (“Security”). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by City after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement (“Estimated Costs”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Developer’s compliance

with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten percent (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of City after six (6) months from the date City accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local

governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to City's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

13.0 Insurance.

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

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

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

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

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

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

satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

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

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

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

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City of Perris pursuant to City of Perris Ordinance No. 1287 as part of the TUMF Program is Eight Million Eighty Three Thousand Three Hundred Three Dollars (\$8,083,303) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect for the City at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop City from adjusting the TUMF in accordance with the provisions of City of Perris Ordinance No. 1287.

14.3 Credit Offset Against TUMF Obligation. Pursuant to City of Perris Ordinance No. 1287 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by City to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the 2009 Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by City pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by City pursuant to this section.

City shall provide Developer written notice of the determinations that City makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by City, Developer shall submit to the City Public Works Director the information set forth in the attached Exhibit "C". The City Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the

TUMF Improvements covered under this Agreement (“Verified Costs”). The City Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by City to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement (“Actual Credit”). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer’s estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the City Public Works Director shall provide written notice to Developer of the amount of the difference owed (“TUMF Balance”) and Developer shall pay the TUMF Balance in accordance with City of Perris Ordinance No. 1287 to fully satisfy the TUMF Obligation (see Exhibit “F” - Example “A”).

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. City shall provide Developer written notice of the determinations that City makes pursuant to this section (see Exhibit “F” - Example “B”).

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by City from Developer for the TUMF Obligation exceed the TUMF Obligation (“TUMF Overpayment”), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The City’s Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and City shall direct WRCOG to refund the Developer in accordance with City of Perris Ordinance No. 1287 (see Exhibit “F” - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to City and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, City of Perris Ordinance No. 1287, and the TUMF Administrative Plan adopted by WRCOG (“Reimbursement Agreement”). If City and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit “D,” and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall

be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with City in a form reasonably acceptable to City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

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

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

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

To City: City of Perris
 400 S. D Street
 Perris, CA 92570
 Attention: Habib Motlagh
 City Engineer

Phone (951) 940-0900

To Developer: Richland Ventures Inc. LLC
3161 Michelson Drive, Suite 425
Irvine, CA 92612
Attn: Craig Cristina
Phone (949) 261-7010
Fax No. (949) 261-7016

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

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

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

DEVELOPER:

Richland Ventures Inc. LLC

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

CITY OF PERRIS:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACHED BEHIND THIS PAGE]

TRACT 33900 – 198 LOTS

THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION LYING EASTERLY AND SOUTHEASTERLY OF THE WESTERLY AND NORTHWESTERLY LINE OF THE FORMER ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY AS CONVEYED TO TEMESCAL WATER COMPANY, A CALIFORNIA COMPANY BY QUIT CLAIM DEED RECORDED DECEMBER 11, 1928 IN BOOK 792, PAGE 292 OF OFFICIAL RECORDS, ALSO AS SHOWN ON MAP FILED IN BOOK 58, PAGE 33 OF RECORD OF SURVEYS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY IN GRANT DEED RECORDED MAY 27, 1986 AS INSTRUMENT NO. 121467 OF OFFICIAL RECORDS.

TRACT 32666 – 662 LOTS

LOTS 1 THROUGH 225 OF TRACT MAP NO. 32666-1, AS SHOWN BY MAP ON FILE IN BOOK 420 OF MAPS AT PAGES 96 THROUGH 113 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LOTS 1 THROUGH 151 OF TRACT MAP NO. 32666-2, AS SHOWN BY MAP ON FILE IN BOOK 421 OF MAPS AT PAGES 1 THROUGH 7 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LOTS 1 THROUGH 158 OF TRACT MAP NO. 32666-3, AS SHOWN BY MAP ON FILE IN BOOK 421 OF MAPS AT PAGES 8 THROUGH 13 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LOTS 1 THROUGH 78 OF TRACT MAP NO. 32666-4, AS SHOWN BY MAP ON FILE IN BOOK 421 OF MAPS AT PAGES 14 THROUGH 20 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LOTS 1 THROUGH 74 OF TRACT MAP NO. 32666, AS SHOWN BY MAP ON FILE IN BOOK 421 OF MAPS AT PAGES 21 THROUGH 27 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TRACT 33042 – 51 LOTS

PARCEL A:

PARCELS 3, "E" AND "H" OF PARCEL MAP 8637, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 35 PAGE 18 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

PARCELS 2, "D", "F" AND "G" TOGETHER WITH THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 8637, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 35 PAGE 18 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 00°07'34" WEST ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 330.52 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 89°55'18" WEST ALONG THE NORTH LINE OF SAID PARCEL 1 AND ALONG THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 592.91 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 1; THENCE SOUTH 00°11'23" EAST ALONG SAID WEST LINE, A DISTANCE OF 350.52 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTH 89°55'18" WEST ALONG THE SOUTH LINE OF SAID PARCEL 1, A DISTANCE OF 592.55 FEET TO THE POINT OF BEGINNING. ALSO SHOWN AS PARCEL "A" OF LOT LINE ADJUSTMENT RECORDED MARCH 21, 1991 AS INSTRUMENT NO. 92490 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS OF LOTS "B" AND "C" OF SAID PARCEL MAP NO. 8637, AS VACATED BY CITY COUNCIL OF CITY OF PERRIS, RESOLUTION NUMBER 2054, RECORDED MARCH 5, 1992 AS INSTRUMENT NO. 76118 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TITLE TO WHICH WOULD PASS WITH A CONVEYANCE DESCRIBING SAID PARCELS.

PARCEL C:

PARCELS 4 AND "I" OF PARCEL MAP 8637, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 35 PAGE 18 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the City of Perris ("City") has executed an agreement with Richland Ventures Inc. LLC (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

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

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

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

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

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

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

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

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA
 STATE OF CALIFORNIA
 COUNTY OF _____

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

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer	
<hr/> <input type="checkbox"/> Partner(s) Title(s) <input type="checkbox"/> Limited <input type="checkbox"/> General	<hr/> Title or Type of Document
<input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	<hr/> Number Of Pages
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	<hr/> Date Of Document
	<hr/> Signer(s) Other Than Named Above

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Signature

Date

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

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of Perris (“City”) has executed an agreement with Richland Communities, Inc. (hereinafter “Developer”), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter “Work”);

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development

Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

Principal

By: _____

President

Surety

By: _____

Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA
 STATE OF CALIFORNIA
 COUNTY OF _____

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

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer	<hr/> Title or Type of Document
<hr/> <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	<hr/> Number Of Pages
Signer is representing: Name Of Person(s) Or Entity(ies)	<hr/> Date Of Document
<hr/> <hr/>	<hr/> Signer(s) Other Than Named Above

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Signature

Date

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

EXHIBIT "C"

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

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

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

EXHIBIT "D"

**REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the City of Perris, a California municipal corporation ("City"), and Richland Ventures Inc. LLC, a Florida corporation, with its principal place of business at 3161 Michelson Drive, Suite 425, Irvine, CA 92612 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, City and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

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

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

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

WHEREAS, City and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, City of Perris Ordinance No. 1287, and the TUMF Administrative Plan adopted by WRCOG.

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

TERMS

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

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

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

4.0 **Amount of Reimbursement.** Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, City of Perris Ordinance No. 1287, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. City and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). City shall be responsible for obtaining the Reimbursement Amount from WRCOG and transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

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

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by City in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

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

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

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

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

DEVELOPER:

Richland Ventures Inc. LLC

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

CITY OF PERRIS:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
 - a. Prepare a separate bid package for the TUMF Improvements.
 - b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
 - c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the City.
 - d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the City's requirements and guidelines.
 - e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between City and Developer ("Agreement"), Developer shall provide the City and WRCOG with the following:
 - a. Copies of all information listed under Item 1 above.
 - b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the City and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.
3. Prior to the City's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:
 - a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
 - b. Developer shall have satisfied the City's inspection punch list.
 - c. After final inspection and approval of the completed TUMF Improvements, the City shall have provided the Developer a final inspection release letter.
 - d. City shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.
 - e. Developer shall have provided City a copy of the As-Built plans for the TUMF Improvements.
 - f. Developer shall have provided City copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.
 - g. Developer shall have submitted a documentation package to the City to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

- i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
- ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
- iii. Invoices from all vendors and service providers.
- iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
- v. Final lien releases from each contractor and vendor (unconditional waiver and release).
- vi. Certified contract workers payroll for City verification of compliance with prevailing wages.
- vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee.

EXHIBIT "F"

RECONCILIATION EXAMPLES

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

Example A: "TUMF BALANCE"

CREDIT	
TUMF Obligation:	\$1,330,000
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less	<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)
 RECONCILIATION	
TUMF Obligation:	\$1,330,000
Actual Credit:	<u>\$1,200,000</u>
TUMF Balance (Payment to TUMF):	<u>\$130,000</u>

Example B: "REIMBURSEMENT"

CREDIT	
TUMF Obligation:	\$1,330,000
Estimated Credit: Bid (\$1,500,000) or unit Cost Assumption (\$1,600,000) whichever is less	<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)
 RECONCILIATION	
TUMF Obligation:	\$1,330,000
Actual Credit:	<u>\$1,500,000</u>
Reimbursement Agreement with Developer (Based on Priority Ranking):	<u>(\$170,000)</u>

Example C: "TUMF OVERPAYMENT"

CREDIT	
TUMF Obligation:	\$1,330,000
Estimated Credit: Bid (\$1,200,000) or unit Cost Assumption (\$1,500,000) whichever is less	<u>\$1,200,000</u>
Remaining TUMF Obligation:	\$130,000
Prorated Fee: \$130,000 / 200 du =	\$650 / du
 RECONCILIATION	
Actual Credit:	\$1,300,000
TUMF payments from Developer (\$650 per unit x 200 units)	<u>\$130,000</u>
Actual Credit plus TUMF Payment	<u>\$1,430,000</u>
 TUMF Obligation:	
Actual Credit plus TUMF Payment	<u>\$1,430,000</u>
TUMF Overpayment (Refund to Developer):	<u>(\$100,000)</u>

EXHIBIT "G"

MODEL AMENDMENT

[ATTACHED BEHIND THIS PAGE]

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
DEVELOPMENT IMPACT FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** (“Agreement”) is entered into this ___ day of _____, 2014, by and between the City of Perris, a California municipal corporation (“City”), and Richland Communities, Inc., a California Corporation, with its principal place of business at 3161 Michelson Drive, Suite 425, Irvine, CA 92612 (“Developer”). City and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Developer owns approximately 147 acres of real property located within the City of Perris, California, which is more specifically described in the legal description set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, Developer has requested from City certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as 249 single family residential dwelling units of Tracts 33042 (51 DU) and 33900 (198 DU). (“Project”);

WHEREAS, the City is the administrator for the Development Impact Fee (“DIF”) Program;

WHEREAS, as part of the DIF Program, the City has adopted “Development Impact Fee Justification Study (February 25, 2006)” (“DIF Study”);

WHEREAS, as a condition to City’s approval of the Project, City has required Developer to construct certain street and transportation system improvement(s) identified in the DIF Study (“DIF Improvements”);

WHEREAS, pursuant to the DIF Program, the City requires Developer to pay the DIF which covers the Developer’s fair share of the costs to deliver those DIF Improvements that help mitigate the Project’s traffic impacts and burdens on the City System of Highways and Arterials (also known as the “DIF Network”), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the DIF Network;

WHEREAS, the DIF Improvements have been designated as needed to serve future development as further described in the DIF Study;

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the DIF Improvements, (2) to ensure that delivery of the DIF Improvements is undertaken as if the DIF Improvements were constructed under the direction and authority of the City, (3) to provide a means by which the Developer’s costs for project delivery of the DIF Improvements and related right-of-ways is

offset against Developer's obligation to pay the applicable DIF for the Project in accordance with the DIF Study, and (4) to provide a means for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the DIF Improvements exceeds Developer's DIF obligation.

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

TERMS

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

2.0 Construction of DIF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as two (2) lanes of Ethanac Road, from the western boundary of Tract 32666-1 to the existing Ethanac Road terminus located east of San Jacinto River, a distance of approximately 0.59 miles, two (2) lanes of bridge over San Jacinto River, as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by City, and which are incorporated herein by this reference ("DIF Improvements"). Construction of the DIF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the DIF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the DIF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the DIF Improvements until all plans and specifications for the DIF Improvements have been submitted to and approved by City. Approval by City shall not relieve Developer from ensuring that all DIF Improvements conform with all other requirements and standards set forth in this Agreement.

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

2.3 Public Works Requirements. In order to insure that the DIF Improvements will be constructed as if they had been constructed under the direction and

supervision, or under the authority of, City, Developer shall comply with all of the following requirements with respect to the construction of the DIF Improvements:

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

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

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

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the DIF Improvements which they will construct in conformance with City's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the DIF Improvements which City may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the DIF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to City, at such intervals and in such form as City may require that the foregoing requirements have been satisfied as to the DIF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the DIF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The DIF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the DIF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform

the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to DIF Improvements. All work shall be done and the DIF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the DIF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the DIF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

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

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

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

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code with respect to the DIF Improvements, Developer shall provide to City such evidence or proof as City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the DIF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to

City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of DIF Improvements: As-Built or Record Drawings. If the DIF Improvements are properly completed by Developer and approved by City, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, City shall be authorized to accept the DIF Improvements. City may, in its sole and absolute discretion, accept fully completed portions of the DIF Improvements prior to such time as all of the DIF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the DIF Improvements. Upon the total or partial acceptance of the DIF Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted DIF Improvements in accordance with California Civil Code section 3093 ("Notice of Completion"), at which time the accepted DIF Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not accept any DIF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such DIF Improvements. The drawings shall be certified and shall reflect the condition of the DIF Improvements as constructed, with all changes incorporated therein.

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

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

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the DIF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the DIF Improvements at the time of City’s demand for performance. In the event City elects to complete or arrange for completion of the remaining work and the DIF Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

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

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

11.1 Performance Bond. To guarantee the faithful performance of the DIF Improvements and all the provisions of this Agreement, to protect City if Developer is in default

as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the DIF Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the DIF Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten percent (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the DIF Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of City after six (6) months from the date City accepts the DIF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the DIF Improvements or their condition prior to City's approval and acceptance of the DIF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all

penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

13.0 Insurance.

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

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

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

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

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

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

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

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

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

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

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

14.0 DIF Credit.

14.1 Developer's DIF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City of Perris pursuant to City of Perris Ordinance No. 1182 as part of the DIF Program (Transportation Facilities) is One Million Two Thousand Two Hundred Twenty Five Dollars (\$1,002,225) ("DIF Obligation"). This DIF Obligation shall be initially determined under the nexus study and fee schedule in effect for the City at the time the Developer submits a building permit application for the DIF Improvement. Notwithstanding, this DIF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop City from adjusting the DIF in accordance with the provisions of City of Perris Ordinance No. 1182.

14.3 Credit Offset Against DIF Obligation. Pursuant to City of Perris Ordinance No. 1182 and in consideration for Developer's obligation under this Agreement for the delivery of DIF Improvements, credit shall be applied by City to offset the DIF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of DIF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the DIF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the DIF Study adopted by the City ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit". At no time will the Credit exceed the Developer's DIF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the DIF Obligation, Developer will be deemed to have completely satisfied its DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the DIF Obligation, the Developer agrees the Credit shall be applied to offset the DIF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the DIF Obligation. The residential units for which the DIF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by City pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the DIF Obligation. The commercial or industrial structure(s) for which the DIF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by City pursuant to this section.

City shall provide Developer written notice of the determinations that City makes pursuant to this section, including how the Credit is applied to offset the DIF Obligation as described above.

14.4 Verified Cost of the DIF Improvements. Upon recordation of the Notice of Completion for the DIF Improvements and acceptance of the DIF Improvements by City, Developer shall submit to the City Public Works Director the information set forth in the attached Exhibit "C". The City Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the DIF Improvements covered under this Agreement ("Verified Costs"). The City Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5 Reconciliation; Final Credit Offset Against DIF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by City to offset the DIF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the DIF Improvements as determined in accordance with Section 14.3 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) DIF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the DIF Obligation, the City Public Works Director shall provide written notice to Developer of the amount of the difference owed ("DIF Balance") and Developer shall pay the DIF Balance in accordance with City of Perris Ordinance No. 1182 to fully satisfy the DIF Obligation (see Exhibit "F" - Example "A").

(b) DIF Reimbursement. If the dollar amount of the Actual Credit exceeds the DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. City shall provide Developer written notice of the determinations that City makes pursuant to this section (see Exhibit "F" - Example "B").

(c) DIF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the DIF Obligation, but the Actual Credit plus additional monies collected by City from Developer for the DIF Obligation exceed the DIF Obligation ("DIF Overpayment"), Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may be entitled to a refund. The City's Public Works Director shall provide written notice to the City and the Developer of the amount of the DIF Overpayment and City shall refund the Developer in accordance with City of Perris Ordinance No. 1182 (see Exhibit "F" - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to City for a reimbursement agreement for the amount by which the Actual Credit exceeds the DIF Obligation, as determined pursuant to Section 14.3 of this Agreement, City of Perris Ordinance No. 1182, and the DIF Study adopted by the City ("Reimbursement Agreement"). If City agrees to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment").

Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with City in a form reasonably acceptable to City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

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

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

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

To City: City of Perris
 400 S. D Street
 Perris, CA 92570
 Attention: Habib Motlagh
 City Engineer
 Phone (951) 940-0900

To Developer: Richland Communities, Inc.
 3161 Michelson Drive, Suite 425
 Irvine, CA 92612
 Attn: Craig Cristina

Phone (949) 261-7010
Fax No. (949) 261-7016

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

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

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the

Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

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

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

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

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

DEVELOPER:

Richland Communities, Inc.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

CITY OF PERRIS:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACHED BEHIND THIS PAGE]

TRACT 33900 – 198 LOTS

THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION LYING EASTERLY AND SOUTHEASTERLY OF THE WESTERLY AND NORTHWESTERLY LINE OF THE FORMER ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY AS CONVEYED TO TEMESCAL WATER COMPANY, A CALIFORNIA COMPANY BY QUIT CLAIM DEED RECORDED DECEMBER 11, 1928 IN BOOK 792, PAGE 292 OF OFFICIAL RECORDS, ALSO AS SHOWN ON MAP FILED IN BOOK 58, PAGE 33 OF RECORD OF SURVEYS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY IN GRANT DEED RECORDED MAY 27, 1986 AS INSTRUMENT NO. 121467 OF OFFICIAL RECORDS.

TRACT 33042 – 51 LOTS

PARCEL A:

PARCELS 3, "E" AND "H" OF PARCEL MAP 8637, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 35 PAGE 18 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

PARCELS 2, "D", "F" AND "G" TOGETHER WITH THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 8637, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 35 PAGE 18 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 00°07'34" WEST ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 330.52 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 89°55'18" WEST ALONG THE NORTH LINE OF SAID PARCEL 1 AND ALONG THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 592.91 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 1; THENCE SOUTH 00°11'23" EAST ALONG SAID WEST LINE, A DISTANCE OF 350.52 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTH 89°55'18" WEST ALONG THE SOUTH LINE OF SAID PARCEL 1, A DISTANCE OF 592.55 FEET TO THE POINT OF BEGINNING. ALSO SHOWN AS PARCEL "A" OF LOT LINE ADJUSTMENT RECORDED MARCH 21, 1991 AS INSTRUMENT NO. 92490 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THOSE PORTIONS OF LOTS "B" AND "C" OF SAID PARCEL MAP NO. 8637, AS VACATED BY CITY COUNCIL OF CITY OF PERRIS, RESOLUTION NUMBER 2054, RECORDED MARCH 5, 1992 AS INSTRUMENT NO. 76118 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TITLE TO WHICH WOULD PASS WITH A CONVEYANCE DESCRIBING SAID PARCELS.

PARCEL C:

PARCELS 4 AND "I" OF PARCEL MAP 8637, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 35 PAGE 18 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the City of Perris ("City") has executed an agreement with Richland Communities, Inc. (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

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

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

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

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

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

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

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

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA
 STATE OF CALIFORNIA
 COUNTY OF _____

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

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

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Place Notary Seal Above Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer	<hr/> Title or Type of Document
<hr/> <input type="checkbox"/> Partner(s) <small>Title(s)</small> <input type="checkbox"/> Limited <input type="checkbox"/> General	<hr/> Number Of Pages
<input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	<hr/> Date Of Document
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	<hr/> Signer(s) Other Than Named Above

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Signature

Date

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

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of Perris ("City") has executed an agreement with Richland Communities, Inc. (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the

Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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

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

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

Principal

By: _____

President

Surety

By: _____

Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA
STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual		
<input type="checkbox"/> Corporate Officer		
_____		_____
<input type="checkbox"/> Partner(s)	Title(s) <input type="checkbox"/> Limited <input type="checkbox"/> General	Title or Type of Document
<input type="checkbox"/> Attorney-In-Fact		
<input type="checkbox"/> Trustee(s)		
<input type="checkbox"/> Guardian/Conservator		Number Of Pages
<input type="checkbox"/> Other: _____		
Signer is representing: Name Of Person(s) Or Entity(ies)		Date Of Document

_____		Signer(s) Other Than Named Above

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Signature

Date

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

EXHIBIT "C"

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

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

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

EXHIBIT "D"

REIMBURSEMENT AGREEMENT DEVELOPMENT IMPACT FEE PROGRAM

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the City of Perris, a California municipal corporation ("City"), and Richland Communities, Inc., a California corporation, with its principal place of business at 3161 Michelson Drive, Suite 425, Irvine, CA 92612 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, City and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement – Development Impact Fee Program" (hereinafter "Credit Agreement");

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

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

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

WHEREAS, City has consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, City of Perris Ordinance No. 1182, and the DIF Study adopted by the City.

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

TERMS

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

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

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

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the DIF Obligation as determined pursuant to the Credit Agreement, City of Perris Ordinance No. 1182, and the DIF Study adopted by the City ("Reimbursement"). The Reimbursement shall be subject to verification by City. Developer shall provide any and all documentation reasonably necessary for City to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). City shall be responsible transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the DIF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the DIF Study.

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

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

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

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

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement

and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

DEVELOPER:

Richland Communities, Inc.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

CITY OF PERRIS:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "E"

DIF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any DIF Improvement, Developer shall follow the steps listed below:
 - a. Prepare a separate bid package for the DIF Improvements.
 - b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
 - c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the City.
 - d. The contract(s) for the construction of DIF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the City's requirements and guidelines.
 - e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a DIF Improvement and Credit Agreement executed between City and Developer ("Agreement"), Developer shall provide the City with the following:
 - a. Copies of all information listed under Item 1 above.
 - b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the City, guaranteeing the construction of all applicable DIF Improvements.
3. Prior to the City's acceptance of any completed DIF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:
 - a. Developer shall have completed the construction of all DIF Improvements in accordance with the approved Plans and Specifications.
 - b. Developer shall have satisfied the City's inspection punch list.
 - c. After final inspection and approval of the completed DIF Improvements, the City shall have provided the Developer a final inspection release letter.
 - d. City shall have filed a Notice of Completion with respect to the DIF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office.
 - e. Developer shall have provided City a copy of the As-Built plans for the DIF Improvements.
 - f. Developer shall have provided City copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any DIF Improvements.
 - g. Developer shall have submitted a documentation package to the City to determine the final cost of the DIF Improvements, which shall include at a minimum, the following documents related to the DIF Improvements:

- i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
- ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
- iii. Invoices from all vendors and service providers.
- iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
- v. Final lien releases from each contractor and vendor (unconditional waiver and release).
- vi. Certified contract workers payroll for City verification of compliance with prevailing wages.
- vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee.

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ \$4,025 / dwelling unit = \$805,000 in fees (DIF Obligation)

Example A: "DIF BALANCE"

CREDIT	
DIF Obligation:	\$805,000
Estimated Credit: Bid (\$1,000,000) or unit Cost Assumption (\$1,100,000) whichever is less	<u>\$1,000,000</u>
Potential Reimbursement:	(\$195,000)
 RECONCILIATION	
DIF Obligation:	\$805,000
Actual Credit:	<u>\$700,000</u>
DIF Balance (Payment to DIF):	<u>\$105,000</u>

Example B: "REIMBURSEMENT"

CREDIT	
DIF Obligation:	\$805,000
Estimated Credit: Bid (\$1,000,000) or unit Cost Assumption (\$1,100,000) whichever is less	<u>\$1,000,000</u>
Potential Reimbursement:	(\$195,000)
 RECONCILIATION	
DIF Obligation:	\$805,000
Actual Credit:	<u>\$1,000,000</u>
Reimbursement Agreement with Developer (Based on Priority Ranking):	<u>(\$195,000)</u>

Example C: "DIF OVERPAYMENT"

CREDIT	
DIF Obligation:	\$805,000
Estimated Credit: Bid (\$700,000) or unit Cost Assumption (\$1,100,000) whichever is less	<u>\$700,000</u>
Remaining DIF Obligation:	\$105,000
Prorated Fee: \$105,000 / 200 du =	\$525 / du
 RECONCILIATION	
Actual Credit:	\$800,000
DIF payments from Developer (\$525 per unit x 200 units)	<u>\$105,000</u>
Actual Credit plus DIF Payment	\$905,000
 DIF Obligation:	
Actual Credit plus DIF Payment	<u>\$905,000</u>
DIF Overpayment (Refund to Developer):	<u>(\$100,000)</u>

EXHIBIT "G"

MODEL AMENDMENT

[ATTACHED BEHIND THIS PAGE]

EXHIBIT G-1

EXHIBIT "H"

**ESTIMATED FEE OBLIGATION AND FUNDS AVAILABLE IN THE PROGRAM
RICHLAND VENTURES INC, LLC**

1. Project total dwelling units single family detached residential:

TR 33042		51 D.U.
TR 33900	+	198 D.U.
		249 D.U.

2. Project DIF fee obligation:

Remaining Dwelling Units		249 D.U.
	x	\$ 4,025
		\$ 1,002,225

3. Ethanac Road facilities are included in the DIF Program:

Total Amount Reserved in DIF Program for improvements proposed	
Ethanac Road	\$ 4,094,969.00

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

Ethanac Road Street Improvements		\$ 7,070,805.00
Ethanac Road Bridge Improvements	+	\$ 10,529,889.00
		\$ 17,600,694.00

5. Less TUMF Funded Costs

Total Costs		\$ 17,600,694.00
TUMF Funded Costs	-	\$ 11,460,000.00
Remaining Costs		\$ 6,140,694.00

6. Project is eligible for DIF fee credit

Ethanac Road		\$ 4,094,969.00
--------------	--	-----------------

7. Project is expected to receive following DIF reimbursement

Project DIF Fee Calculation		
DIF Obligation		\$ 1,002,225.00
Eligible for DIF Fee Credit	-	\$ 4,094,969.00
DIF Reimbursement		\$ (3,092,744.00)

FUNDS AVAILABLE IN DIF (TO BE CONSTRUCTED)

FACILITY NAME	From:	To:	Classification	Existing No. of Lanes	No. of Lanes in the General Plan	Lanes included in TUMF	Net No. of lanes	Segment Length (miles)	Segment Size (lane-miles)	ROADWAY COST	LANDSCAPE D MEDIAN COST	OFF-SETTING REVENUE	NET COST TO CITY	COST ALLOCATED TO NEW DEVELOPMENT
1. Roadways														
Elhanac Road	City Limits at 980'	River Rd.	Expressway	0	8	4	2	0.65	1.30	\$ 813,750	\$ 481,219	\$ -	\$ 1,294,969	\$ 1,294,969
2. Flood Control														
Elhanac Rd Crossing										\$ 2,800,000	\$ -	\$ -	\$ 2,800,000	\$ 2,800,000
TOTAL										\$ 3,613,750	\$ 481,219	\$ -	\$ 4,094,969	\$ 4,094,969

Street Improvement Cost Estimate

Assumptions:

3,100 LF full width improvement (110' Curb-to-curb with 14' raised median)

3,925 LF two lane road (40' edge-to-edge)

0.58' AC over 1.50' AB (per TR 31926-1 Street Plans for Ethanac Road East of River)

ITEM NO.	ITEM	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
1	ROADWAY EXCAVATION	SF	498,000	\$ 1.00	\$498,000.00
2	A.C. PAVEMENT	TON	18,467	\$ 100.00	\$1,846,700.00
3	A.B. CLASS II	CY	24,567	\$ 50.00	\$1,228,350.00
4	8" CURB & GUTTER	LF	6,200	\$ 30.00	\$186,000.00
5	8" CURB ONLY (MEDIAN)	LF	6,200	\$ 25.00	\$155,000.00
6	SIGNING & STRIPING	SF	454,600	\$ 0.10	\$45,460.00
7	MEDIAN LANDSCAPING & IRRIGATION	SF	43,400	\$ 10.00	\$434,000.00
8	PROJECT MOBILIZATION (3% OF ABOVE COSTS)	LS	1	\$ 131,805.00	\$131,805.00
9	CONTINGENCY (25% OF ABOVE COSTS)	LS	1	\$ 1,131,329.00	\$1,131,329.00

STREET CONSTRUCTION COSTS SUBTOTAL (HARD COSTS) \$5,656,644.00

10	ENGINEERING (10% OF HARD COSTS)	LS	1	\$ 565,664.00	\$565,664.00
11	SURVEYING & CONSTRUCTION MANAGEMENT(15% OF HARD COSTS)	LS	1	\$ 848,497.00	\$848,497.00

SOFT COSTS SUBTOTAL \$1,414,161.00

TOTAL \$7,070,805.00

Bridge Improvement Cost Estimate

Estimate per Bridge Type Selection Report - Ethanac Road Bridge over San Jacinto River
292 ft length, 113.5 ft width

ITEM NO.	ITEM	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
1	STRUCTURE EXCAVATION (BRIDGE)	CY	2,300	\$ 120.00	\$276,000.00
2	STRUCTURE BACKFILL (BRIDGE)	CY	1,890	\$ 65.00	\$123,000.00
3	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	\$ 300,000.00	\$300,000.00
4	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	780	\$ 500.00	\$390,000.00
5	STRUCTURAL CONCRETE, BRIDGE	CY	3,100	\$ 800.00	\$2,480,000.00
6	STRUCTURAL CONCRETE, APPROACH SLAB	CY	330	\$ 750.00	\$248,000.00
7	JOINT SEAL (MR 2")	LF	269	\$ 100.00	\$26,900.00
8	BAR REINFORCING STEEL (BRIDGE)	LB	1,205,820	\$ 1.20	\$1,447,000.00
9	BRIDGE DECK DRAINAGE SYSTEM	LB	2,300	\$ 8.00	\$18,000.00
10	ARCHITECTURAL CONCRETE RAILING	LF	704	\$ 80.00	\$56,320.00
11	CONCRETE BARRIER	LF	704	\$ 240.00	\$168,960.00
12	ARCHITECTURAL METAL RAILING	LF	704	\$ 80.00	\$56,320.00
13	MISCELLANEOUS METAL (BRIDGE)	LB	2,470	\$ 10.00	\$24,700.00
14	PROJECT MOBILIZATION (@10%)	LS	1	\$ 623,911.00	\$623,911.00
15	LANDSCAPE/MONUMENTATION/END TREATMENT/STREET LIGHTS	LS	1	\$ 500,000.00	\$500,000.00
16	CONTINGENCY (25% OF ABOVE COSTS)	LS	1	\$ 1,684,778.00	\$1,684,778.00

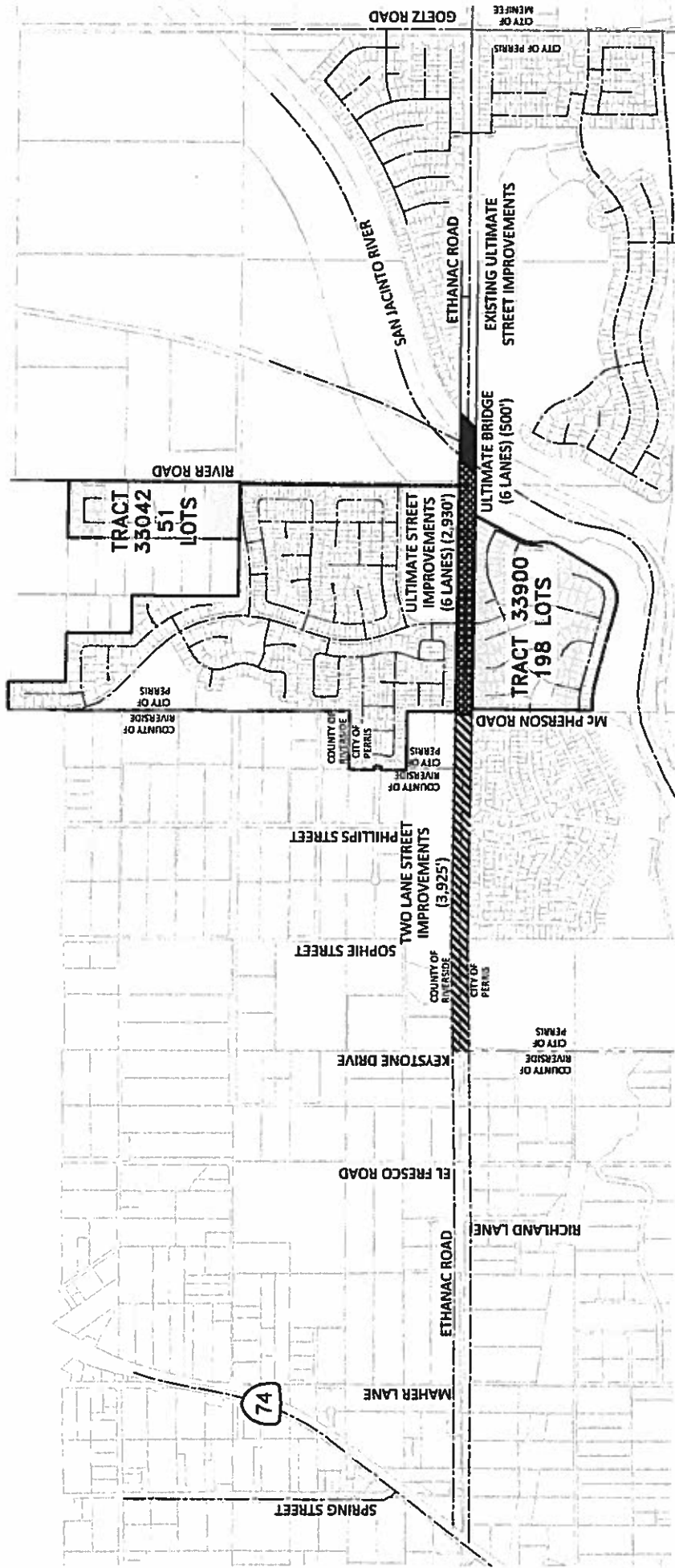
STREET CONSTRUCTION COSTS SUBTOTAL (HARD COSTS) \$8,423,889.00

17	ENGINEERING (10% OF HARD COSTS)	LS	1	\$ 842,400.00	\$842,400.00
18	SURVEYING & CONSTRUCTION MANAGEMENT(15% OF HARD COSTS)	LS	1	\$ 1,263,600.00	\$1,263,600.00

SOFT COSTS SUBTOTAL \$2,106,000.00

TOTAL \$10,529,889.00

**EXHIBIT "1"
ETHANAC ROAD**

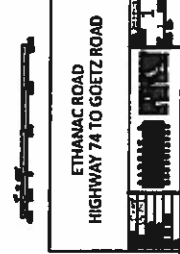


LEGEND

-  BRIDGE IMPROVEMENTS (6 LANES) - 4 TUMF AND 2 DIF
-  STREET IMPROVEMENTS (6 LANES) - 4 TUMF AND 2 DIF
-  STREET IMPROVEMENTS (2 LANES) - 2 TUMF

"PROJECT"

ETHANAC ROAD
HIGHWAY 74 TO GOETZ ROAD



A north arrow pointing upwards and a scale bar are located in the top right corner of the map area.



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians
Riverside County Superintendent of Schools

April 22, 2016

Habib Motlagh
City Engineer
City of Perris
101 N. "D" Street
Perris, CA 92570

Subject: Improvement and Credit Agreement between the City of Perris and Richland Ventures, LLC

Dear Mr. Motlagh,

Western Riverside Council of Governments (WRCOG) is in receipt of the above referenced Credit Agreement.

The improvements for Ethanac Road (4 lanes of Ethanac Road, from the western boundary of Tract 32666-1 to the existing Ethanac Road terminus located east of San Jacinto River, a distance of approximately 0.59 miles, 4 lanes of bridge over San Jacinto River, and 2 lanes of Ethanac Road from City of Perris/County of Riverside boundary to the western boundary of Tract 32666-1 for a distance of approximately 0.75 miles) are eligible in the Transportation Uniform Mitigation Fee (TUMF) Program identified in Exhibit H, which identifies the eligible network improvement costs. The Credit Agreement has been completed using the correct Nexus Study (2009), calculation methodology and format.

WRCOG concurs with the City's determination that a Credit Agreement is the appropriate vehicle to ensure that the improvements are constructed. It should be noted that it is the City's sole responsibility to accurately reconcile the project and provide the correct credit value to the applicant. As Section 14.5(a) of the Credit Agreement states, if the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the developer shall pay the balance in accordance with the City of Perris to fully satisfy the TUMF Obligation.

The TUMF Administration Plan, Section VI A.5, makes it clear that if a jurisdiction provides more than the allowable credit, the jurisdiction is responsible for repayment. Any shortfall to the Program due to an error in the calculation of credit, the City, in consultation with WRCOG, will rectify the issue.

If you have any questions about this letter please contact me at (951) 955-8304, or e-mail at gray@wrcog.cog.ca.us. Staff looks forward to assisting the City with this project.

Regards,


Christopher Gray
Director of Transportation

cc: Brad Brophy, PE, Tri Lake Consultants
Rick Bishop, WRCOG Executive Director
Donna Dean, WRCOG Program Manager

Attachment: 1. WRCOG TUMF Administrative Plan.

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 31, 2016

SUBJECT: Investment Report – Quarter Ended March 31, 2016

REQUESTED ACTION: Receive and File Quarterly Investment Report for the Quarter Ended March 31, 2016

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION: the California Government Code establishes requirements for Treasurer's Investment Reports and investment practices. Section 53646 of the Code states that the City's Treasurer shall render a quarterly report to the City Manager and City Council.

The earnings for the second quarter of 2015-16, as presented in this report, are \$822,051.91

The City continues to employ an investment strategy of maximizing yield while maintaining security of the City's invested funds as specified in the investment policy adopted by the Council.

BUDGET (or FISCAL) IMPACT: Interest income earned for the first quarter of Fiscal Year 2015-2016 as reported is \$822,051.91The projected interest income for the General Fund is \$179,537.25.

Assistant City Manager 

Attachments:
Memorandum
Quarterly Investment Report

Consent: X
Public Hearing:
Business Item:
Other:

City of Perris
Quarterly Investment Report
January 1, 2016 - March 31, 2016

Current Quarter Ending March 31, 2016

<u>Type of Investment</u>	<u>Institution</u>	<u>Maturity Date</u>	<u>Deposit Amount *</u>	<u>Interest Received</u>
Pooled	Citizens Business Bank (Premiere Money Market)	Liquid	9,180,593.42	4,399.73
Pooled	Citizens Business Bank (Investment)	Liquid	18,220,240.20	194,226.18
Pooled	Local Agency Investment Fund (LAIF)	Liquid	3,364,234.07	3,883.39
Pooled	U.S. Bank (Investment)	Liquid	17,317,804.07	130,593.61
Pooled	Chandler Asset Management	Liquid	50,395,593.33	488,949.00
Total Interest Earning for Period Ending March 31, 2016:			\$	822,051.91

* Average Quarterly Cash Balance per Investment Account

CITY OF PERRIS
Projected Cash Balances & Projected Interest Income as of March 31, 2016
Fiscal Year 2015 - 2016

FUND #	FUND NAME	Projected Balances as of 3/31/2016	Projected Interest Income for quarter ending 3/31/2016
001	GENERAL FUND*	21,781,570.83	179,537.25
106	RAILWAY DEPOT RESTORATION	127,804.87	1,053.45
109	AQMD - AIR QUALITY MANAGEMENT	240,356.37	1,981.17
112	TRAFFIC SAFETY	2,051,255.99	16,907.73
115	OFFICE OF TRAFFIC SAFETY	94,070.79	775.39
119	STATE GRANTS	-	-
121	STREET LIGHTING - PROPERTY TAX	1,356,261.76	11,179.15
124	STREET LIGHTING - MD 84-1	1,128,571.84	9,302.39
127	LANDSCAPE MAINTENANCE DISTRICT 1	2,886,711.80	23,794.07
130	FLOOD CONTROL MAINTENANCE DISTRICT	6,388,428.19	52,657.40
133	ROAD & BRIDGE BENEFIT DISTRICT	7,281,860.23	60,021.62
136	GAS TAX	5,290,892.89	43,610.83
142	MEASURE A	4,076,426.94	33,600.44
157	CITY PROJECTS - EXTERNAL CONTRIBUTIONS	6,489,925.66	53,494.00
160	STORM DRAIN DEVELOPER FEES	12,003,259.65	98,938.33
163	DEVELOPMENT FEES	15,353,148.82	126,550.20
165	COMM ECONOMIC DEV CORP	6,576,692.52	54,209.19
170	HUD - NSP3 - FEDERAL	230,839.67	1,902.72
171	HCD - HOME - FEDERAL	26,963.31	222.25
172	CDPH PROP 84 FA #84-10C30	-	-
204	CFD 90-2 GREEN VALLEY	6,606.10	54.45
205	CFD 91-1 SPECTRUM	-	-
206	CFD 93-1R MAY RANCH	13,116.17	108.11
208	CFD 93-2R PERRIS PLAZA	10,680.31	88.03
212	CFD 2001-1 MAY FARMS IA #4-7	28,179.44	232.27
216	CFD 200X WILLOWBROOK #2	47,252.00	389.48
219	CFD 2004-5 AMBER OAKS II	21,767.72	179.42
222	CFD 2004-3 MONUMENT RANCH IA#2	-	-
224	CFD 2005-2 HARMONY GROVE	-	-
225	CFD 2005-4 STRATFORD RANCH	11,390.14	93.88
226	CFD 2006-3 ALDER	284,293.42	2,343.32
228	CFD 2006-2 MONUMENT PARK	20,840.44	171.78
229	CFD 2005-1 #3 LENNAR	4,916.16	40.52
230	CFD 2005-1 #3 CENTEX	7,023.15	57.89
232	CFD 2001-1 MAY FARMS #5	18,138.81	149.51
237	CFD 88-1 (NEW)	8,295.71	68.38
238	CFD 88-3 (NEW)	11,511.54	94.89

CITY OF PERRIS

Projected Cash Balances & Projected Interest Income as of March 31, 2016 Fiscal Year 2015 - 2016

FUND #	FUND NAME	Projected Balances as of 3/31/2016	Projected Interest Income for quarter ending 3/31/2016
239	CFD 90-1 (NEW)	8,565.28	70.60
240	CFD 2007-2 PACIFIC HERITAGE	349,531.47	2,881.06
241	CFD 2002-1R WILLOWBROOK	8,978.65	74.01
242	CFD 2001-1 #1R MAY FARMS	8,534.13	70.34
243	CFD 2001-1 #2R MAY FARMS	8,735.60	72.00
244	CFD 2001-1 #3R MAY FARMS	12,897.32	106.31
245	CFD 2001-2R VIL OF AVALON	457,083.50	3,767.57
246	CFD 2006-1R MERITAGE	11,665.76	96.16
248	CFD 2004-3R MONUMENT RANCH	8,761.42	72.22
249	CFD 2004-2R CLC	13,755.35	113.38
250	CFD 2001-1 #6R MAY FARMS	29,532.55	243.43
251	CFD 2001-1 #7R MAY FARMS	10,731.33	88.45
252	CFD 2004-1R AMBER OAKS	11,067.59	91.23
253	CFD 2003-1R CHAPARRAL RIDGE	12,688.32	104.59
254	CFD 2005-2R HARMONY GROVE	18,580.82	153.15
255	CFD 2004-3R MONUMENT RANCH IA2	20,316.96	167.47
271	AD 86-1 93 SERIES A	51,913.44	427.90
305	CFD 91-1 CAPITAL PROJECTS	-	-
431	JPA 2013 SERIES A	49,252.03	405.97
501	WATER FUND - CITY	-	-
511	SEWER FUND - CITY	1,605,601.58	13,234.37
512	SEWER FUND - MCCANNA	140,983.44	1,162.07
521	SOLID WASTE FUND - CITY	1,122,006.33	9,248.27
750	CAPITAL PROJECT AREA/SUCCESSOR	100,223.71	826.11
751	DEBT SERVICE FUNDS/SUCCESSOR	741,677.30	6,113.37
801	TRUST FUND	1,049,714.37	8,652.40
Total:		99,731,851.49	822,051.91

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date May 31, 2016

SUBJECT: Annexation of Parcel Map 37043 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 37043 to LMD 1 and setting a public hearing date of August 30, 2016

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Parcel Map 37043 is a 0.48-acre project located east of the southeast corner of Perris Boulevard and Ramona Expressway. The project is under the ownership of Ramona Expressway and Perris Investments, LLC.

The landscaping benefit includes maintenance of the irrigation system, landscaping, and appurtenances located within the medians and parkways bordering Parcel Map 37043. The Perris Boulevards median and parkways benefit Lot 1 (Benefit Zone 119) and the Ramona Expressway median and parkways benefit Lot 2 (Benefit Zone 120).

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 \$7,767.71 (\$4,950.78 for Benefit Zone 119 and \$2,816.93 for Benefit Zone 120), 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:

Assistant City Manager AC

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 37043 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 119 AND BENEFIT ZONE 120 (PARCEL MAP 37043) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

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. 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 2. That Parcel Map 37043 be defined as that area to be annexed to Benefit Zone 119 and Benefit Zone 120, City of Perris Landscape Maintenance District Number 1.

Section 3. 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 37043, to Benefit Zone 119 and Benefit Zone 120, Landscape Maintenance District Number 1, City of Perris, County of Riverside, State of California."

Section 4. 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 5. That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and 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 6. 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 7. 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 8. 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 31st day of May, 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 31st day of May, 2016, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

AGENCY: City of Perris

PROJECT: Annexation of Parcel Map 37043
To Benefit Zone 119 and Benefit Zone 120, 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 37043
To Benefit Zone 119 and Benefit Zone 120, 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 31st day of May, 2016

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 30th day of August 2016, 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 31st day of May 2016.

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 are in the process of being designed for acceptance by the City of Perris. All improvements to be maintained will be located in public rights-of-way and easements.

In general, the landscaping, irrigation, hardscape and appurtenances to be maintained are located in the medians and parkways along the exterior boundaries of PM 37043, as shown on the Diagram, enclosed herein as Part 4. The improvements to be maintained, by Benefit Zone, are further described as follows:

Benefit Zone 119, Lot 1, Parcel Map 37043

- Median within Perris Boulevard
- Parkway along Perris Boulevard

Benefit Zone 120, Lot 2, PM 37043

- Median within Ramona Expressway
- Parkway along Ramona Expressway

Landscaping plans and specifications for the parkway improvements to be maintained under Benefit Zone 119 are not required at this time and will be prepared in the future. For the improvements to be maintained under Benefit Zone 120, reference is made to the landscaping plans and specifications prepared by Emerald Design and entitled, "Del Taco, LLMD Plans, Ramona Expressway, Perris, CA".

Landscaping plans and specifications for the medians are on file in the City of Perris Office of Community Development. Upon final approval, plans and specifications for the parkway improvements will also be on file in the City of Perris Office of Community Development. By reference, all plans and specifications 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 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 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.

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 each Benefit Zone.

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 annual costs for the public improvements, by Benefit Zone, are estimated as follows:

Benefit Zone 119 Quantities

<u>Location</u>	<u>Square Feet (SF)</u>		<u>Assessed SF</u>		<u>Trees</u>	
	<u>Medians</u>	<u>Parkways</u>	<u>Medians</u>	<u>Parkways</u>	<u>Medians</u>	<u>Parkways</u>
Perris Boulevard	4,634	4,168	463.4	4168	0	12

Benefit Zone 119 Annual Cost Estimate

<u>Item</u>	<u>Square Feet (SF)</u>		<u>Unit</u>	<u>Unit Cost</u>	<u>Annual Cost</u>		<u>Total</u>
	<u>Medians</u>	<u>Parkways</u>			<u>Medians</u>	<u>Parkways</u>	
Maintenance	463.4	4,168	SF	\$0.52	\$240.97	\$2,167.36	\$2,408.33
Plant Replace	4	33	SF	15.75	63.00	519.75	582.75
Tree Trimming	0	6	Each	80.00	00.00	480.00	480.00
Mulch Application	1.3	11.6	CY	30.00	39.00	348.00	387.00
Irrigation Repairs	92.68	833.60	SF	0.06	<u>5.56</u>	<u>50.02</u>	<u>55.58</u>
Subtotal					\$348.53	\$3,565.13	\$3,913.66
Contingency					<u>34.85</u>	<u>356.51</u>	<u>391.36</u>
Total Maintenance					\$383.38	\$3,921.64	\$4,305.02
Incidentals					57.52	588.24	645.76
Balance to Assessment					\$440.90	\$4,509.88	\$4,950.78

Benefit Zone 120 Quantities

<u>Location</u>	<u>Square Feet (SF)</u>		<u>Assessed SF</u>		<u>Trees</u>	
	<u>Medians</u>	<u>Parkways</u>	<u>Medians</u>	<u>Parkways</u>	<u>Medians</u>	<u>Parkways</u>
Ramona Expressway	3,100	2,380	310	2,380	0	6

Benefit Zone 120 Annual Cost Estimate

<u>Item</u>	<u>Square Feet (SF)</u>		<u>Unit</u>	<u>Unit Cost</u>	<u>Annual Cost</u>		<u>Total</u>
	<u>Medians</u>	<u>Parkways</u>			<u>Medians</u>	<u>Parkways</u>	
Maintenance	310	2,380	SF	\$0.52	\$161.20	\$1,237.60	\$1,398.80
Plant Replace	2	19	SF	15.75	31.50	299.25	330.75
Tree Trimming	0	3	Each	80.00	00.00	240.00	240.00
Mulch Application	0.9	6.6	CY	30.00	27.00	198.00	225.00
Irrigation Repairs	62	476	SF	0.06	<u>3.72</u>	<u>28.56</u>	<u>62.28</u>
Subtotal					\$223.42	\$2,003.41	\$2,226.83
Contingency					<u>22.34</u>	<u>200.34</u>	<u>222.68</u>
Total Maintenance					\$245.76	\$2,203.75	\$2,449.51
Incidentals					36.86	330.56	367.42
Balance to Assessment					\$282.62	\$2,534.31	\$2,816.93

The estimated costs for the medians to be maintained are shown as a 10% contribution towards the maintenance of the median along the frontage of the respective Benefit Zone.

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.

The 6-month tax roll reserve, based on the estimated annual cost of each category of the improvements is listed below.

<u>6-Month Tax Roll Reserve</u>			
<u>Benefit Zone</u>	<u>Medians</u>	<u>Parkways</u>	<u>Total</u>
119	\$220.45	\$2,254.94	\$2,475.39
120	<u>141.31</u>	<u>1,267.15</u>	<u>1,408.46</u>
Totals	\$361.76	\$3,522.09	\$3,883.85

The developer shall be responsible for the maintenance and upkeep of the parkway landscaping set forth herein for a period of one year after acceptance of the improvements by the City. Benefit Zone 119 and Benefit Zone 120, 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 119 and Benefit Zone 120, as shown on the Diagram, enclosed herein as Part 4.

The area within Parcel Map 37043 specifically benefits from the maintenance of the medians and parkways along the streets that provide ingress and egress to the parcels. The method of assessment is based on units, with one benefit unit assigned to each Benefit Zone. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities, per Benefit Zone, is equal to the following:

<u>Current Maximum Annual Assessment</u>				
<u>Benefit Zone</u>	<u>Benefit Unit</u>	<u>Medians</u>	<u>Parkways</u>	<u>Total</u>
119	1.00	\$440.90	\$4,509.88	\$4,950.78
120	1.00	<u>282.62</u>	<u>2,534.31</u>	<u>2,816.93</u>
Totals		\$723.52	\$7,044.19	\$7,767.71

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.

The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities, per Benefit Zone, and Assessor Parcel Number (APN), is listed as follows:

<u>Benefit Zone</u>	<u>APN</u>	<u>Benefit Units</u>	<u>Current Maximum Annual Assessment</u>
Zone 119	Portion 303-100-018	1.00	\$4,950.78
Zone 120	Portion 303-100-018	0.64	\$1,802.84
	Portion 303-100-022	<u>0.36</u>	<u>1,014.09</u>
Total Zone 120		1.00	\$2,816.93
Grand Total			\$7,767.71

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 PM 37043. Said boundary is designated as "Diagram of Annexation of PM 37043 to Benefit Zone 119 and Benefit Zone 120, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

**Assessment Roll
Annexation of PM 37043 to
Benefit Zone 119 and Benefit Zone 120,
Landscape Maintenance District No. 1, City of Perris**

<u>Benefit Zone and Assessment Number</u>	<u>Assessor Parcel Number</u>	<u>Current Maximum Annual Assessment</u>	<u>Fiscal Year 2016/2017</u>
Zone 119	Portion 303-100-018	\$4,950.78	\$00.00
Zone 120	Portion 303-100-018	\$1,802.84	\$00.00
	Portion 303-100-022	<u>1,014.09</u>	<u>00.00</u>
Total Zone 120		\$2,816.93	\$00.00
Grand Total		\$7,767.71	\$00.00

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

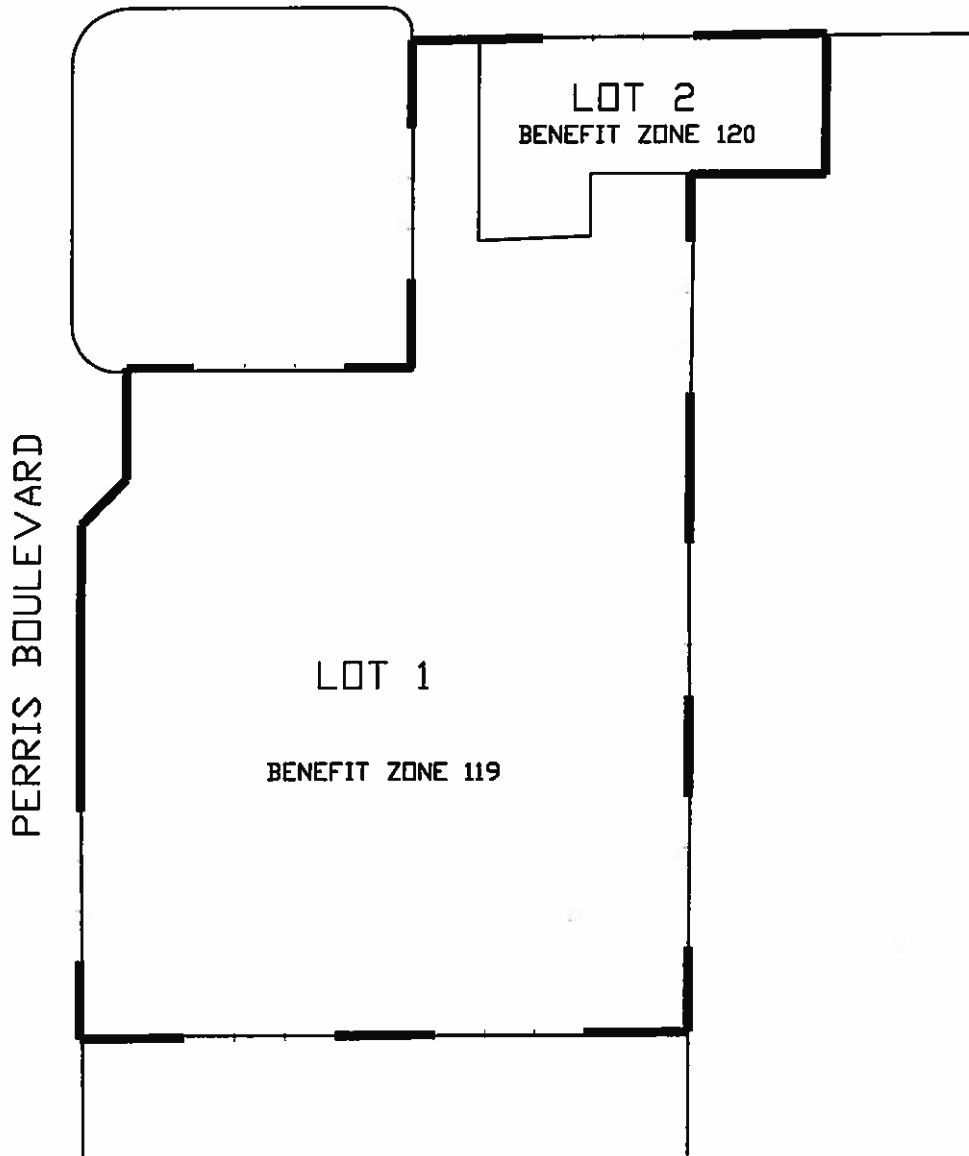
- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

DIAGRAM OF ANNEXATION OF
PARCEL MAP 37043 TO
BENEFIT ZONE 119 AND BENEFIT ZONE 120
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE

RAMONA EXPRESSWAY



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 district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (hereinafter referred to as the "Maintenance District"); 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 District; 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 District 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,

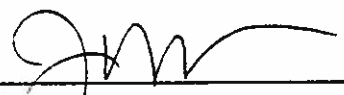
WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance District, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the annexation of the property, acknowledge that they are aware of the proposed annexation to the Maintenance District 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 District.

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 District, hereby consent to the proposed annexation of said property to the Maintenance District without notice and hearing or filing of an Engineer's "Report" pertaining to such annexation.

Dated: 1/20/2016



Signature

List Property Owner Name and Mailing Address
Ramona Expressway + Perris Investments, LLC
25401 Cabot Rd, Ste 208
Laguna Hills, CA 92653

Please have notarized

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On 1/20/2016 before me, Laura S. Mojarro, A Notary Public
Date Here Insert Name and Title of the Officer

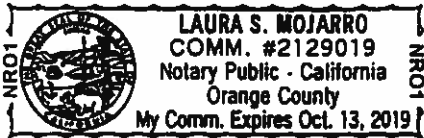
personally appeared Jason Radwan
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Laura S. Mojarro
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

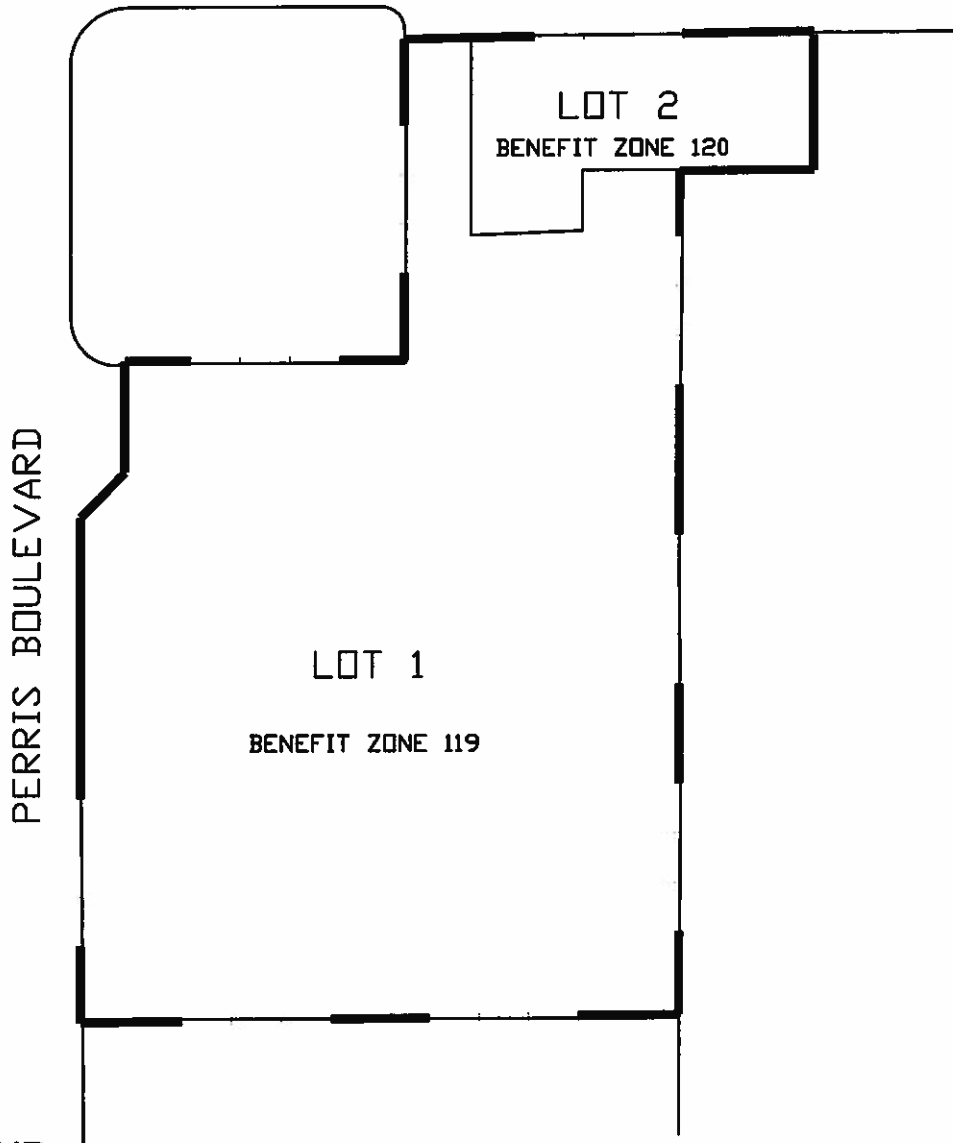
EXHIBIT "A" TO CONSENT AND WAIVER FOR
ANNEXATION OF PARCEL MAP 37043 TO
BENEFIT ZONE 119 AND BENEFIT ZONE 120
LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE

RAMONA EXPRESSWAY



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 37043 TO BENEFIT ZONE 119 AND BENEFIT ZONE 120, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, on the 31st day of May, 2016, 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 Landscaping and Lighting Act of 1972; 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. 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, preliminarily approved and confirmed.

Section 2. 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 3. 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 4. 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 31st day of May, 2016.

Mayor, Daryl R. Busch

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 31st day of May, 2016, 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 119 AND BENEFIT ZONE 120, 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 119 AND BENEFIT ZONE 120, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 37043 TO BENEFIT ZONE 119 AND BENEFIT ZONE 120, 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 AUGUST 30, 2016

The City Council of the City of Perris, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

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

Section 1. 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 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 2. Location of Work: The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting Parcel Map 37043. The Benefit Zone 119 improvements, located in public rights-of-way and easements, are located in the Perris Boulevard median and parkways along the east boundary of Parcel Map 37043. The Benefit Zone 120 improvements, located in public rights-of-way and easements, are located in the Ramona Expressway median and parkways along the north boundary of Parcel Map 37043

Section 3. 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 37043 to Benefit Zone 119 and Benefit Zone 120, 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 4. 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 37043 to Benefit Zone 119 and Benefit Zone 120, 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 5. 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 31st, 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 \$4,950.78 per Benefit Unit for Benefit Zone 119 and \$2,816.93 per Benefit Unit for Benefit Zone 120, 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 6. Time and Place of Public Hearing: Notice is hereby given that on August 30, 2016, 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 7. 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 8. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published three times as required by Section 22626 and 22552 of the California Streets and Highways Code, with the first publication occurring no later than 45 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 Progress 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 9. 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 10. 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 11. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 31st day of May, 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 31st day of May, 2016, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date May 31, 2016

SUBJECT: Annexation of Parcel Map 37043 to Flood Control MD No. 1

REQUESTED ACTION: Adoption of Resolution of Intention to Annex Parcel Map 37043 to Flood Control Maintenance District No. 1 and set a public hearing date of August 30, 2016

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Parcel Map 37043 is a 3.31-acre project located east of the southeast corner of Perris Boulevard and Ramona Expressway. The project is under the ownership of Ramona Expressway and Perris Investments, LLC.

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 the public flood control facilities that protect Parcel Map 37043 from inundation. The public facilities include a contribution towards catch basins, storm drain pipe and the earthen channel that extends to Perris Valley Storm Drain Channel.

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$718.27, 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:

Assistant City Manager *RL*

City Attorney _____

Attachments: 1. Engineer's Report
2. Resolution of Intention to Annex Parcel Map 37043 to Flood Control MD No. 1

Consent:

AGENCY: City of Perris

**PROJECT: Annexation of Parcel Map 37043
To Benefit Zone 86, 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 37043
To Benefit Zone 86, 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 31st day of May, 2016.

**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 26th day of July 2016, 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 31st day of May 2016.

**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 impacting PM 37043. These public improvements are generally described as catch basins along Perris Boulevard, storm drain from the catch basins to the earthen channel and facilities extending from Perris Boulevard to the Perris Valley Storm Drain Channel.

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 the maintenance of all storm drain facilities located within the inside property-line is the responsibility of the property owner

PART 2. **Plans and Specifications** for the improvements to be maintained for a fiscal year have been approved by the City of Perris. 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. The estimated annual cost for maintenance of the facilities, is listed below.

<u>Item</u>	<u>Annual Cost Estimate</u>		
	<u>Annual Cost</u>	<u>Percentage</u>	<u>Assessment</u>
Catch Basins and Storm Drain	\$386	50%	\$193.00
Channel	\$10,316	3%	<u>309.48</u>
Subtotal			\$502.48
Contingency			<u>50.24</u>
			\$552.72
 Incidentals			 \$165.55
 Balance to Assessment			 \$718.27

Incidentals and contingency costs 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.

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.

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 \$359.13.

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 improvements to be maintained will accommodate the storm flow impacting PM 37043. The public flood control improvements to be maintained specifically benefits the area within the area of the annexation. The method of assessment is based on units, with the benefit units assigned to the net area within Parcel Map 37043.

The current annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities is equal to \$217.00 per benefit unit, shown as follows:

$$\frac{\text{Total Annual Cost}}{\text{Benefit Units}} = \frac{\$718.27}{3.31 \text{ Benefit Units}} = \$217.00 \text{ per Benefit Unit}$$

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.

The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities, per lot, and Assessor Parcel Number (APN), is listed as follows:

<u>Lot</u>	<u>APN</u>	<u>Benefit Units</u>	<u>Current Maximum Annual Assessment</u>
Lot 1	Portion 303-100-018	2.95	\$640.15
Lot 2	Portion 303-100-018	0.23	\$49.91
	Portion 303-100-022	<u>0.13</u>	<u>28.21</u>
Total Lot 2		0.36	\$78.12
Total Benefit Zone 86		3.31	\$718.27

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 5. **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with PM 37043. Said boundary is designated as "Diagram of Annexation of PM 37043 to Benefit Zone 86, 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 owner of the area within the proposed annexation. Said petition is included herein as Attachment No. 3.

Assessment Roll

**Annexation of PM 37043 to
Benefit Zone 86,
Flood Control Maintenance District No. 1, City of Perris**

<u>Benefit Zone and Assessment Number</u>	<u>Assessor Parcel Number</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2016/2017</u>
86	303-100-018	\$690.06	\$00.00
86	Portion of 303-100-022	<u>28.21</u>	<u>00.00</u>
Total Benefit Zone 86		\$718.27	\$00.00

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

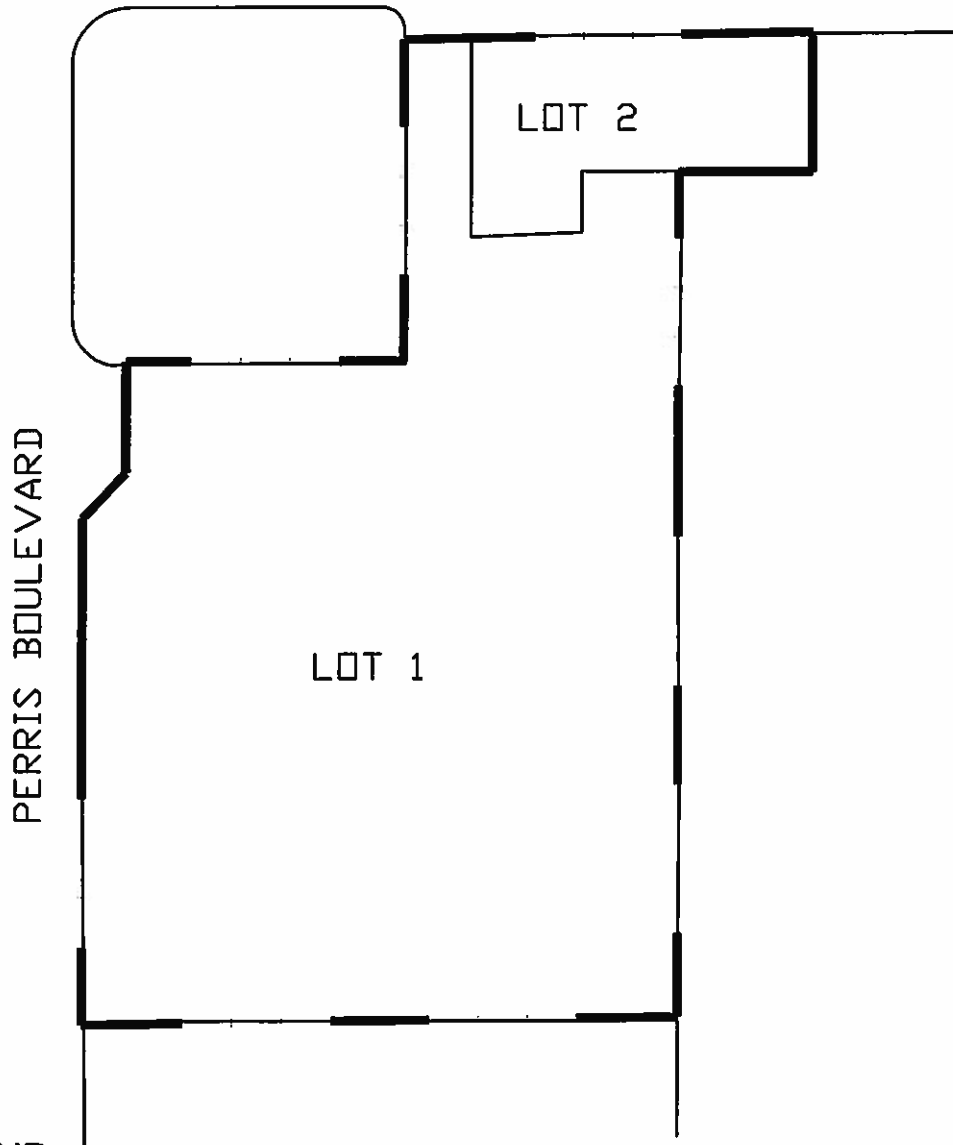
- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

DIAGRAM OF ANNEXATION OF
PARCEL MAP 37043 TO BENEFIT ZONE 86
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE

RAMONA EXPRESSWAY



PERRIS BOULEVARD

LOT 2

LOT 1

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

**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**

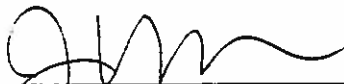
In the matter of the proposed)
Annexation to City of Perris)
Flood Control Maintenance District No. 1)

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: 1/20/2016



Signature

List Property Owner Name and Mailing Address
Ramona Expressway + Perris Investments, LLC
25401 Cabot Rd, Ste 208
Laguna Hills, CA 92653

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

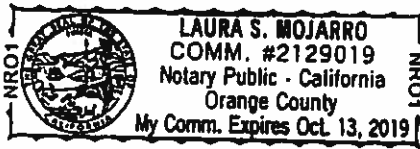
State of California)
County of Orange)

On 1/20/2016 before me, Laura S. Mojarro, A Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jason Radwan
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Laura S. Mojarro
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

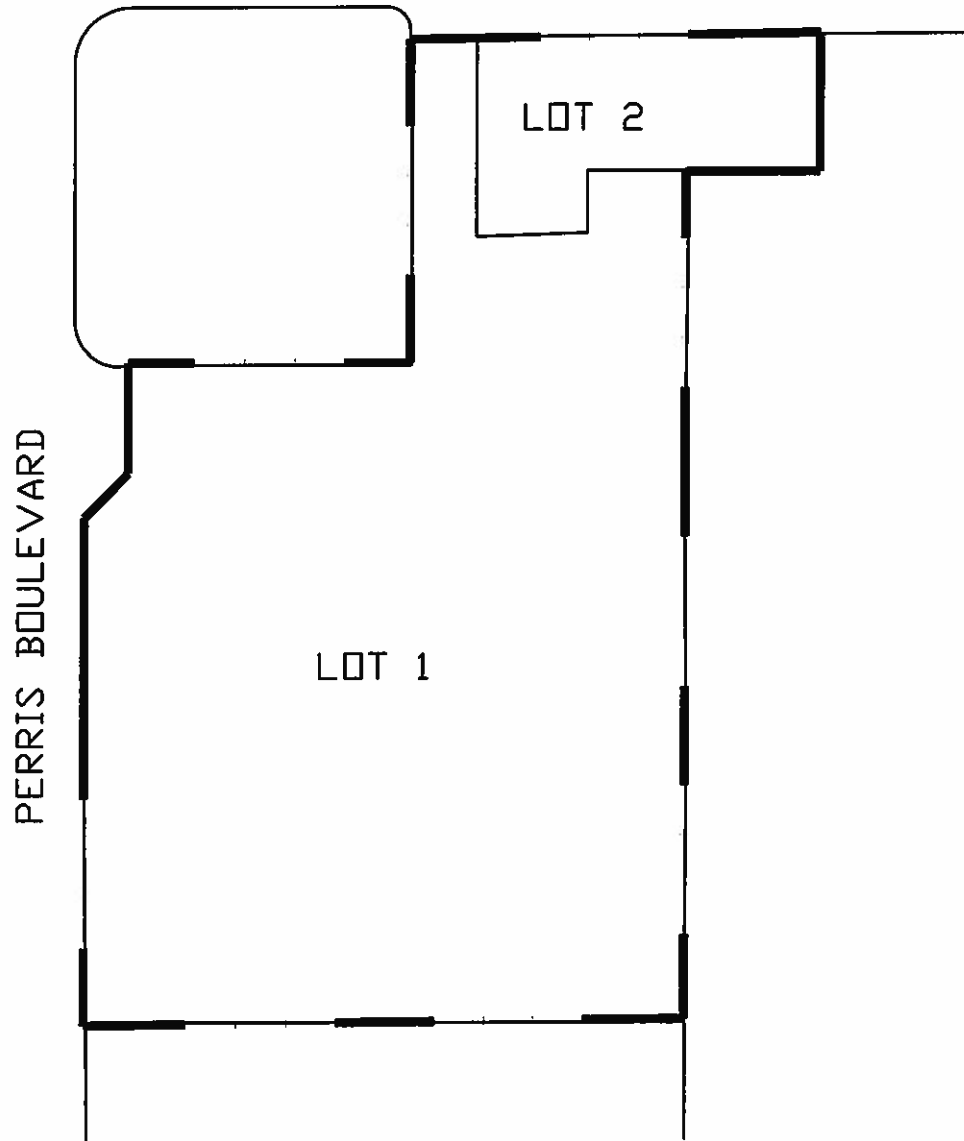
EXHIBIT "A" TO PETITION FOR
ANNEXATION OF PARCEL MAP 37043 TO BENEFIT ZONE 86
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE

RAMONA EXPRESSWAY



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 37043 TO BENEFIT ZONE 86, 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 AUGUST 30, 2016

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 37043 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, Ramona Expressway and Perris Investments, LLC, (the "Owners") have presented signed petitions to the City Council requesting the annexation of Parcel Map 37043 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 37043; 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 37043; and

WHEREAS, to accomplish such purposes, the City Council proposes to annex Parcel Map 37043 to Benefit Zone 86, 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 37043 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 37043 to Benefit Zone 86, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

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

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

Section 4. On the 30th day of August, 2016, 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.

The notice shall be published at least forty-five (45) days prior to the public hearing.

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. Said notice shall be posted and first published at least forty-five (45) days before the date set for the public hearing.

Section 8. 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 9. 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 31st day of May, 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 31st day of May, 2016, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

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

AGENDA SUBMITTAL

Meeting Date: May 31, 2016

SUBJECT: General Municipal Election Resolutions for November 8, 2016

CONTACT: Nancy Salazar, City Clerk

RECOMMENDATION: Adopt RESOLUTION NUMBER (next in order) OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, CALLING FOR, AND GIVING NOTICE OF, THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; AND, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

Adopt RESOLUTION NUMBER (next in order) OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE ELECTORATE AND THE COSTS THEREOF FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON NOVEMBER 8, 2016.

DISCUSSION:

In order to initiate the election process for a general municipal election to be held on Tuesday, November 8, 2016, two resolutions are presented for consideration by the Mayor and City Council. These two resolutions are pursuant to the provisions of law relating to elections in General Law Cities, in the State of California.

The first resolution calls and gives notice of the General Municipal Election to be held on November 8, 2016, for the election of the position of Mayor and two members of the City Council, and further requests that the County Board of Supervisors consolidate the General Municipal Election with the statewide general election to be held on the same date


The second resolution adopts regulations pertaining to candidate's statements to be submitted to the electorate prepared by any candidate for a municipal election, including the costs of such materials, foreign language translations as required by state law, and provision that the candidate's statements be 200 words (the City Council may authorize an increase from 200 words to 400 words, pursuant to Election Code § 13307(a)(1)).


BUDGET (or FISCAL) IMPACT:

The cost of the election is estimated to be \$50,000 and is included in the 2016/2017 adopted budget.

Reviewed by:

City Attorney: Yes

Assistant City Manager: 

Prepared by: Judy Haughney, CMC, Records Clerk 

Attachments: Copy of Proposed Resolution Calling for, and Consolidating, the Election
Copy of Proposed Resolution Regarding Candidate Statements

Consent: Yes

Public Hearing:

Business Item:

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, CALLING FOR, AND GIVING NOTICE OF, THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; AND, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2016, for the election of Municipal Officers; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to be held on the same date and that within the City of Perris the precincts, polling places and election officers of the two elections be the same, and that the county elections department of the County of Riverside canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

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

Section 1. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Perris, California, on Tuesday, November 8, 2016, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four (4) years for those seats currently held by Councilwoman Rita Rogers and Councilman Raul Mark Yarbrough and for the purpose of electing the Mayor for a full term of four (4) years for the seat currently held by Mayor Daryl R. Busch.

Section 2. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Riverside is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 8, 2016, for the purpose of electing two (2) Members of the City Council for the full term of four (4) years for those seats currently held by Councilwoman Rita Rogers and Councilman Raul Mark Yarbrough and for the purpose of

electing the Mayor for a full term of four (4) years for the seat currently held by Mayor Daryl R. Busch.

Section 3. That the ballots to be used at the Election shall be in form and content as required by law.

Section 4. That the City Clerk is authorized, instructed and directed to coordinate with the Registrar of Voters of the County of Riverside ("Registrar") to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election; and, further that, pursuant to the consolidation request herein, the City of Perris requests the Registrar to perform, and which such officer is hereby authorized and directed to perform, the following specified services: the preparation, printing and mailing of sample ballots and polling place cards; the establishment or appointment of precincts, polling places and election officers; the furnishing of ballots, voting booths and other necessary supplies or materials for polling places; and the performance of such other election services as may be requested by the City Clerk which may be necessary in order to properly and lawfully conduct the said Election, as more specifically detailed in Exhibit A of this Resolution.

Section 5. That the Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used, and the Registrar is authorized to canvass the returns of the General Municipal Election and furnish the results of such canvassing to the City Clerk of the City of Perris, as provided by law. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

Section 6. That the City Council of the City of Perris, pursuant to Elections Code section 320, hereby designates Nancy Salazar, City Clerk, or her designee, as the City of Perris Elections Official for purposes of this election and its related process.

Section 7. That the Board of Supervisors of the County of Riverside is requested to issue instructions to the Registrar to take any and all steps necessary for the holding of the consolidated election.

Section 8. The City of Perris recognizes that additional costs will be incurred by the County of Riverside by reason of this consolidation, and agrees to reimburse the County of Riverside for services rendered, upon presentation of a properly detailed invoice to the City Clerk of the City of Perris.

Section 9. That the polls for said Election shall be opened at seven o'clock a.m. (7:00 a.m.) of the day of said Election and shall remain open continuously from said time until eight o'clock p.m. (8:00 p.m.) of the same day, when said polls shall be closed, pursuant to Elections Code section 10242, except as provided in Section 14401 of the Elections Code.

Section 10. That in all particulars not recited in this Resolution, said Election shall be held and conducted as provided by law for holding municipal elections in said City and that pursuant to Elections Code sections 10403 and 10418, the City Council of the City of Perris

hereby acknowledges that the consolidated election shall be held and conducted in the manner prescribed in Elections Code section 10418 and in accordance with the provisions of law regulating the statewide election;

Section 11. That the City Clerk of the City of Perris is hereby directed to file a certified copy of this Resolution with the Registrar of Voters of the County of Riverside.

Section 12. That the notice of time and place of holding said Election is hereby given and the City Clerk is authorized, instructed and directed to give such further or additional notice of said Election, in time, form and manner as required by law.

Section 13. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the City of Perris; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of the City of Perris, in the minutes of the meeting at which same is passed and adopted.

ADOPTED, SIGNED and APPROVED this 31st day of May, 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 xxxx was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 31st day of May, 2016, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

EXHIBIT A

Detailed list of services to be provided by the Riverside County Registrar of Voters:

- 1) Prepare all up-to-date election process forms.
- 2) Provide signature verification services for all nomination papers.
- 3) Prepare sample ballot materials including candidate statements and translations for review by the City Clerk, prior to distribution.
- 4) Distribute sample ballots to all qualified City of Perris registered voters.
- 5) Establish polling places for voting precincts.
- 6) Provide voting equipment, ballot boxes, ballots, and all other necessary supplies and paraphernalia, for each established polling place.
- 7) Select, train and issue payment to poll workers and alternate poll workers as required by law for each polling place established. The City shall have the opportunity to review the final list of poll workers assigned to serve in City precincts.
- 8) Provide training for "Range Inspectors" hired by the County to provide technical support on Election Days.
- 9) Provide an alphabetical listing of each voter in the City, including their appropriate polling place location, on CD if available.
- 10) Provide the necessary voter registration lists for all polling locations.
- 11) Publish and post required notices regarding polling places and poll workers.
- 12) Provide the County tabulation equipment and the qualified and trained County personnel to operate the same.
- 13) Provide County personnel for security during the ballot counting and tabulation process.
- 14) Provide sufficient personnel to deliver, process, count and tabulate the ballots on the night of the general municipal election.
- 15) Distribute and process all vote by mail ballots.
- 16) Distribute and process all provisional ballots.
- 17) Prepare and deliver the election returns of the votes cast at the general municipal election to the Perris City Clerk, to enable the City Clerk to canvass the returns and declare the results.
- 18) Provide voting precinct maps for use by the City Clerk's Office and City poll workers, in assisting voters to determine their precinct polling locations.
- 19) Provide itemized written Invoice prior to December 31, 2016.

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE ELECTORATE AND THE COSTS THEREOF FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON NOVEMBER 8, 2016.

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials to be submitted to the electorate prepared by any candidate for a municipal election, including costs thereof;

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

Section 1. General Provisions. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for in the General Municipal Election to be held in the City of Perris on November 8, 2016, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The form, contents, and distribution of this statement shall comply with Elections Code sections 13307 – 13312. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate herself or himself. Such statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. Such statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed and may be withdrawn until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2. Foreign Language Policy.

A. Pursuant to the Federal Voting Rights Act, candidate's statements will be translated into all languages required by law for the City of Perris in the County of Riverside, California.

B. The County will mail separate sample ballots and candidate statements in those languages required by law for the City of Perris to only those voters who are on the county voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and candidates statements in the required languages available at all polling places, on the County's website, and in the City Election Official's office.

Section 3. Payment.

A. Translations. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) and (B) of Section 2 above pursuant to Federal and/or State law.

B. Printing. The candidate shall be required to pay the cost of printing the candidate's statement in the voter's pamphlet in all required languages pursuant to Federal and State law. The City Clerk shall estimate the total cost of printing, handling, translating and mailing the candidate's statement filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the City his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate. The City Clerk shall bill each candidate for any cost in excess of the deposit and shall refund any unused portion of any deposit.

Section 4. Miscellaneous.

A. All translations shall be provided by professionally-certified translators.

B. Pursuant to Election Code 13307(a)(3)(b)(1) the statement of each candidate shall be printed in type of uniform size, darkness, and with uniform spacing.

C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

Section 5. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

Section 6. That no candidate will be permitted to include additional materials in the sample ballot package.

Section 7. That all previous resolutions establishing council policy on candidate's statements are repealed.

Section 8. That this resolution shall apply only to the election to be held on November 8, 2016 and shall then be repealed.

Section 9. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

ADOPTED, SIGNED AND APPROVED this 31st day of May, 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 xxxx was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 31st day of May, 2016, and that it was so adopted by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 31, 2016

SUBJECT: Check Register for April 2016

REQUESTED ACTION: Approve the City's Monthly Check Register for April 2016

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

The check register for the month of April 2016 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT: None.

Reviewed by: Ron Carr, Assistant City Manager *RC*

Consent Item: X

**CITY OF PERRIS
CHECK REGISTER
April 30, 2016**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
121569	4/4/2016	DEPT OF TRANSPORTATION	CALTRANS INSPECTION DEPOSIT	\$ 130,000.00
121570	4/4/2016	DEPT OF TRANSPORTATION	ENCROACHMENT PERMIT-NUEVO RD	18,067.63
121571	4/7/2016	ACCESS ELECTRIC SUPPLY	LAMPS/KITS/BALLAST	2,199.84
121572	4/7/2016	ACCONTEMP	TEMP SERVICES	1,276.56
121573	4/7/2016	LEWIS D ALLEN	REFUND/186 BOWEN RD	89.44
121574	4/7/2016	AMATULLI AUTO PARTS, INC	HOSES/TAPE FOR HOSE/PARTS	289.96
121575	4/7/2016	AMERICAN DYNAMIC SERVICE	FIRE STATION/OCT-JUNE 2016	405.00
121576	4/7/2016	AMERICAN FORENSIC NURSES	BLOOD DRAW	840.00
121577	4/7/2016	AMERIPRIIDE SERVICES INC.	UNIFORM SERVICES	473.52
121578	4/7/2016	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	4,513.00
121579	4/7/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	1,632.43
121580	4/7/2016	AT&T	PHONE/FAX 2/06-3/05/16	284.10
121581	4/7/2016	AUTO ZONE COMMERCIAL	VEHICLE LIGHTS	153.01
121582	4/7/2016	BMW MANAGEMENT	DEPOSIT-SENIOR PROM-CATERING	1,000.00
121583	4/7/2016	BSN SPORTS	TRASH RECEPTABLE	2,661.56
121584	4/7/2016	CHEF LEE BURTON	REIMBURSE INGREDIENTS	80.36
121585	4/7/2016	CALOLYMPIC SAFETY	ORANGE VEST/TAPE	228.33
121586	4/7/2016	CARLOS CARRERA	RFND/3972 BARBURY PALMS	126.84
121587	4/7/2016	DER BAO CHEN	RFND/1459 PLAZA WAY	60.55
121588	4/7/2016	COAST RECREATION INC	PLAYGROUND EQUIPMENT	316.74
121589	4/7/2016	COLFIN AI-CA 4, LLC	REFUND/2017 RIVER RD	117.49
121590	4/7/2016	JULIAN CORTEZ	REFUND/3357 EVENING MIST	146.11
121591	4/7/2016	CR&R	TRASH COLLECT/JAN-FEB 2016	660,486.42
121592	4/7/2016	CUSTOM TILES, LLC	CUSTOM ART TILE	84.00
121593	4/7/2016	DAN'S FEED AND SEED INC.	CAR KEY	33.42
121594	4/7/2016	ANGELICA DELGADO	REFUND/2125 YUCATECA ST	146.33
121595	4/7/2016	RICH HEIDE	CHEVRON 3 GAL CASES	132.84
121596	4/7/2016	EARLY PAYDAY	REFUND/394 E 4TH ST	85.54
121597	4/7/2016	EASTERN MUNICIPAL WATER	WHOLESALE WATER/FEB16	850.00
121598	4/7/2016	EASTERN MUNICIPAL WATER	WATER RESALE 2/24-3/22	5,521.63
121599	4/7/2016	ROY ELMORE	REFUND/1155 PERRISITO & 388 W 1ST ST	168.88
121600	4/7/2016	EMERGENCY PET CLINIC OF TEMECULA	CONSULT/PET CARE	60.00
121601	4/7/2016	EMPLOYMENT SCREENING SERVICES	SERVICES 2/24-3/30/16	322.50
121602	4/7/2016	EXPERIAN	CREDIT SERVICES 2/29-3/24/16	70.90
121603	4/7/2016	FEDERAL EXPRESS CORP	EXPRESS MAIL	214.99
121604	4/7/2016	FULL THROTTLE	GRAFFITI ABATE-APRIL 16	4,582.00
121605	4/7/2016	AMBER GARCIA	REFUND/3360 HAMMOCK ST	156.00
121606	4/7/2016	ESTEFANI GARCIA	REFUND/1304 PLAZA WAY	205.12
121607	4/7/2016	THE GAS COMPANY	3/01-3/30/16	678.44
121608	4/7/2016	SHUANGE GONG	REFUND/3362 WIND CHIME	66.82
121609	4/7/2016	GORM, INC.	PAPER PRODUCTS	727.57
121610	4/7/2016	GUARANTEED JANITORIAL SE	SERVICES MAR 2016	5,973.50
121611	4/7/2016	OSCAR GUTIERREZ	REFUND/180 E 7TH ST	19.82
121612	4/7/2016	EVERETT HAMBLY IV	IT SUPPORT-3/21-4/3/16	1,950.00
121613	4/7/2016	HIDDEN EYE SECURITY	CITY HALL/FIRE SYSTEM	273.00
121614	4/7/2016	HOME DEPOT CREDIT SERVICES	SHOVEL/CONCRETE/FLEET EQUIPMENT	199.94
121615	4/7/2016	ANTHONY R HURLEY	VISION REIMBURSEMENT	99.99
121616	4/7/2016	IH4 PROPERTY WEST, LP	REFUND/1705 DOBELL ST	125.00
121617	4/7/2016	JIM ROGERS' LOCK & KEY	KEYS	9.50
121618	4/7/2016	SHARDAE JORDAN	VISION REIMBURSEMENT	157.00
121619	4/7/2016	KHAMSONE KHAMCHANHAVISO	REFUND/1407 AVILA DR	117.44
121620	4/7/2016	PETER KINDRED	REFUND/1880 PUNTA ARENAS	119.80
121621	4/7/2016	MICHAEL LEE	REFUND/3621 ST AUSTELL WAY	56.50
121622	4/7/2016	JUAN LEMUS	VISION REIMBURSEMENT	210.00
121623	4/7/2016	MALCOLM SMITH MOTORSPORT	GLOVES	86.35
121624	4/7/2016	MANPOWER TEMP SERVICES	TEMP SERVICES	10,648.82
121625	4/7/2016	MARIN REALTY GROUP	REFUND/3746 SEGOVIA DR	96.20
121626	4/7/2016	MARY CATHERINE OWENS	KAJUKENBO 1/13-2/06	453.60
121627	4/7/2016	MBC MATTRESS	FIRE STATION #101	3,522.24
121628	4/7/2016	MOORE FENCE COMPANY	GUAGE POST	21.90
121629	4/7/2016	MR. G'S PLUMBING	ROTARY PARK/SENIOR CENTER	550.00
121630	4/7/2016	MUNICIPAL CODE CORPORATION	PROF FEE-REPUBLICATON/CODING/ZONING	7,595.00
121631	4/7/2016	MV CHENG & ASSOCIATES INC	TEMP SERVICES	6,680.00
121632	4/7/2016	NESTLE WATERS OF NORTH AMERICA	PUBLIC WORKS ADMIN	20.93

**CITY OF PERRIS
CHECK REGISTER
April 30, 2016**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
121633	4/7/2016	NUTEX ENTERPRISES, INC	REFUND/3778 SEGOVIA DR	32.30
121634	4/7/2016	PANORAMA US HOUSING	REFUND/1217 STRAND WAY	67.51
121635	4/7/2016	MARIA PAYAN	REFUND/1845 YUCATECA ST	100.00
121636	4/7/2016	NATHAN PEREZ	MILEAGE 1/26-3/17	79.92
121637	4/7/2016	PERRIS CAR WASH	CITY TRUCK	14.99
121638	4/7/2016	PERRIS VALLEY HISTORICAL	HEALTH FAIR/KIDS CORNER	600.00
121639	4/7/2016	KENNETH PHUNG	PLANNING SERVICES MAR 2016	8,840.00
121640	4/7/2016	ANTEMIO PINEDO	REFUND/350 W 1ST ST	1.44
121641	4/7/2016	PREBOT CONSTRUCTION	942 FRONT STREET/MILDRED/CAMINODELSOL	5,100.00
121642	4/7/2016	FRANCISCO RAMOS	REFUND/177 PEROU ST	60.49
121643	4/7/2016	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	100.52
121644	4/7/2016	RIGHTWAY	PORTA TOILET/PARKS	489.34
121645	4/7/2016	COUNTY OF RIVERSIDE	FLEET JAN 2016	835.96
121646	4/7/2016	RIVERSIDE COUNTY	VECTOR CTRL 10/1-12/31	7,493.77
121647	4/7/2016	JESSENIA ROMERO	REFUND/515 W 10TH ST	96.00
121648	4/7/2016	ROSA'S BRIDE & TUX SHOP	YAC MIC NIGHT & SR CTR LUNCHEON	237.60
121649	4/7/2016	ROTARY CLUB OF PERRIS	QUARTERLY DUES/OCT-DEC	240.00
121650	4/7/2016	VOID	VOID	-
121651	4/7/2016	SAM'S CLUB DIRECT	COMMUNITY GARDEN SUPPLIES	113.24
121652	4/7/2016	YAZMIN SARMIENTO	REFUND/3357 EVENING MIST	65.84
121653	4/7/2016	SCE	2/18-3/18/16	33,854.03
121654	4/7/2016	SECRETARY OF STATE	NOTARY TEST FEE	40.00
121655	4/7/2016	SFR 2012-1 US WEST, LLC	REFUND/1071 FLOREY ST	26.59
121656	4/7/2016	SIGNIFICA DESIGN	QUATERLY CITY NEWSLETTER	4,575.00
121657	4/7/2016	CHARNJIT SINGH	REFUND/1659 DENNISON DR	99.67
121658	4/7/2016	SOCAL IMPRESSIONS.COM	YAC PROMO SHIRTS	626.40
121659	4/7/2016	SPARKLETTES	TEEN CTR/SENIOR CTR	140.13
121660	4/7/2016	STAFFMARK	TEMP SERVICES	4,175.88
121661	4/7/2016	STATER BROS MARKETS	RECRUITMENT	20.96
121662	4/7/2016	STEVE LEMON AIR CONDITIONING	CITY HALL BUILDINGS	1,900.00
121663	4/7/2016	SWANK MOTION PICTURES	TEEN CENTER MOVIE NIGHT	345.00
121664	4/7/2016	TASO TECH, INC	COMPUTER-TEEN CTR	1,478.20
121665	4/7/2016	TRI-LAKE CONSULTANTS, INC	P8-1255 1/01-1/29	17,482.40
121666	4/7/2016	TRUE COMPASS REALTY	REFUND/3969 CORAL HAVEN	1.29
121667	4/7/2016	U. S. POSTAL SERVICE	ANNUAL FEE/STANDARD MAIL	225.00
121668	4/7/2016	U.S. HEALTHWORKS MEDICAL	PHYSICAL 2/22-2/24	140.00
121669	4/7/2016	UNITED STORM WATER, INC	STORM DRAIN SERVICES	34,493.05
121670	4/7/2016	VAL VERDE GRAPHICS	HEALTH FAIR SIGN	45.00
121671	4/7/2016	EFRAIN VASQUEZ	REFUND/1052 N F ST	2.15
121672	4/7/2016	ELIAS L VEGAS	REFUND/409 SUNRISE RD	18.17
121673	4/7/2016	VERIZON CALIFORNIA	PHONE 3/16-4/15/16	324.96
121674	4/7/2016	VERIZON WIRELESS	RADIO CHARGES 2/11-3/10 -SHRFF DEPT	66.60
121675	4/7/2016	WATER EDUCATION SERVICES	WATER SERVICES/MAR '16	3,300.00
121676	4/7/2016	WESTERN RIVERSIDE COUNCIL	TUMF FEES/MAR 2016	275,063.00
121677	4/7/2016	WESTERN RIVERSIDE COUNTY	MSHCP/MARCH 2016	58,560.00
121679	4/7/2016	WILLDAN FINANCIAL SERVICES	ANNUAL DISCLOSURE STATEMENT	18,000.00
121680	4/7/2016	XEROX CORPORATION	COPIER LEASE	593.76
121681	4/7/2016	XIAO & SON PROPERTY MANAGEMENT	REFUND/236 E 5TH ST	162.22
121682	4/7/2016	JENNY HAIYAN YE	REFUND/3908 MORAVIA CT	74.72
121683	4/7/2016	JEANNIE ZAMUDIO	REFUND/3329 WIND CHIME	57.52
121684	4/7/2016	GREG ZOLL	REIMB/METZ PARK	255.63
121685	4/11/2016	S.S. REYNA JR. PAINTING	DEPOSIT- 227 N D ST	2,500.00
121686	4/14/2016	ABSOLUTE SECURITY INTERNATIONAL	SECURITY GUARD MAR 2016	13,795.76
121687	4/14/2016	ACCONTEMPS	TEMP SERVICES	1,702.08
121688	4/14/2016	ACTION SURVEYS	P8-1229 MURRIETA RD	12,265.00
121689	4/14/2016	ADAME LANDSCAPE, INC.	MAINT/FEB 2016	4,080.20
121690	4/14/2016	ADVANCE MUFFLER	NEW TAIL PIPE/CLAMP	100.00
121691	4/14/2016	AFB GROUP	PROFESSIONAL SERVICES/PARKS	4,860.00
121692	4/14/2016	AFFANT COMMUNICATION, INC	SHORETEL MAY 2016	724.49
121693	4/14/2016	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	505.67
121694	4/14/2016	ANDERSON ELECTRIC	ELECTRICAL REPAIRS/MAINT	4,138.00
121695	4/14/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	614.20
121696	4/14/2016	AUTO ZONE COMMERCIAL	BLOWER MOTOR/BRAKES/FILTERS/ETC	2,128.33
121697	4/14/2016	AVANT GARDE, INC	PED COUNTDOWN SGNLS & STORM DRAIN	5,455.00

**CITY OF PERRIS
CHECK REGISTER
April 30, 2016**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
121698	4/14/2016	BILL & DAVE'S LDSC MAINTENANCE	MAINT/MAR 2016	72,679.41
121699	4/14/2016	CALIFORNIA BLDG STANDARD	BUILDING FEES/3RD QTR 15-16	1,243.80
121700	4/14/2016	CAMERON WELDING SUPPLY	ARGON GAS	19.47
121701	4/14/2016	CODE 5 GROUP, LLC	BAIT CAR TRANSFER	1,875.00
121702	4/14/2016	CORPORATE PAYMENT SYSTEM	NFPA NATL FIRE PROTECTION	277.85
121703	4/14/2016	SARA CORTES DE PAVON	REIMB/YAC SUMMIT	186.79
121704	4/14/2016	COUNTS UNLIMITED INC	TRAFFIC DATA COLLECT	1,050.00
121705	4/14/2016	CR&R	SOLID WASTE/MAR16	83,517.24
121706	4/14/2016	CREATIVE PRINTING	H.FAIR FLYERS/INVITE	1,220.94
121707	4/14/2016	D & D SERVICES, INC.	ANIMAL DISPOSAL MAR 16	324.00
121708	4/14/2016	DAN'S FEED AND SEED INC.	SINGLE CUT KEY	2.15
121709	4/14/2016	DISPENSING TECHNOLOGY CO	UPM COLD PATCH	1,397.42
121710	4/14/2016	RICH HEIDE	BATTERY	213.84
121711	4/14/2016	DIVISION OF THE STATE ARCHITECT	SB1186 FEE/3RD FY1516	264.00
121712	4/14/2016	EASTERN MUNICIPAL WATER	3/02-4/07/16	30,412.55
121713	4/14/2016	EASTERN MUNICIPAL WATER	SEWER/FEB 2016	166,976.21
121714	4/14/2016	ELITE ROAD SERVICES & TIRES	CAT BACKHOE/TIRES	2,302.66
121715	4/14/2016	ENVIRONMENTAL KLEAN-UP	1258 ENGLISH OAK WAY & 3509 RANCH WAY	3,745.00
121716	4/14/2016	ESGIL CORPORATION	PLAN CHECK SERVICES	1,383.83
121717	4/14/2016	EXPRESS EVENT SERVICES	HEALTH FAIR	599.00
121718	4/14/2016	FOREMOST PROMOTIONS	PROMO SUPPLIES	1,038.95
121719	4/14/2016	THE GAS COMPANY	3/01-4/01/16	62.58
121720	4/14/2016	GRANICUS, INC.	SERVICE 4/01-4/30	1,776.75
121721	4/14/2016	H & H GENERAL CONTRACTOR	P8-1229 MURRIETA RD	357,765.16
121722	4/14/2016	HINDERLITER DeLLAMAS & ASSOCIATES	AUDIT SERVICES & SALES TAX 3RD	5,000.00
121723	4/14/2016	ZAHID HUERTA	VISION REIMBURSEMENT	312.00
121724	4/14/2016	IB REPROGRAPHICS	NUEVO BRIDGE	31.59
121725	4/14/2016	IRON MOUNTAIN	STORAGE 4/01-4/30	838.18
121726	4/14/2016	J&R CONCRETE PRODUCTS, INC	CONCRETE COVER	26.68
121727	4/14/2016	JOLLY JUMPS	GRAPHICS SET UP	650.00
121728	4/14/2016	JV CONSTRUCTION	MORGAN CHANNEL/MAR 16	3,035.00
121729	4/14/2016	CRYSTAL LOPEZ	MILEAGE 3/02-3/28	128.90
121730	4/14/2016	LOR GEOTECHNICAL GROUP	P8-1229 MURRIETA RD/RET WALL ORANG/PERRS	6,239.00
121731	4/14/2016	MANPOWER TEMP SERVICES	TEMP SERVICES	5,268.21
121732	4/14/2016	VOID	VOID	-
121733	4/14/2016	METROPOINTE ENGINEERS	215/NUEVO 2/27-3/25	5,220.00
121734	4/14/2016	NESTLE WATERS OF NORTH AMERICA	DEVELOPMENT SERVICES	162.06
121735	4/14/2016	OCHOA'S BACKFLOW SYSTEMS	BACKFLOW TESTING	575.00
121736	4/14/2016	P.F. SERVICES	CNG COMPRESSOR	526.31
121737	4/14/2016	PACIFIC CODE COMPLIANCE	INTERIM BUILDING OFFICIAL & CDBG MAR16	14,200.00
121738	4/14/2016	PERRIS ANIMAL HOSPITAL	EXAMINATIONS	70.00
121739	4/14/2016	PERRIS AUTO SPEEDWAY	JULY 2016 FIREWORKS	20,000.00
121740	4/14/2016	PERRIS CAR WASH	LIC 1378799	13.99
121741	4/14/2016	PERRIS VALLEY PRINTING	ENVELOPES	328.17
121742	4/14/2016	PERRIS VALLEY YOUTH ASSOCIATION	BOXING MEMBERSHIPS	3,000.00
121743	4/14/2016	PHOTOGRAPHY BY KELLEN MURPHY	DRIVE IN FOR TOTS	325.00
121744	4/14/2016	KENNETH PHUNG	ATP MURRIETA 3/01-3/31	420.00
121745	4/14/2016	PITNEY BOWES GLOBAL FINANCING	2000428 JAN 20-APR 20	2,121.26
121746	4/14/2016	PREBOT CONSTRUCTION	430 PARK AVE	1,700.00
121747	4/14/2016	ARCENIO RAMIREZ	MILEAGE 3/01-3/30	169.51
121748	4/14/2016	RENT A TEA PARTY	SR CTR/MOTHERS DAY	198.75
121749	4/14/2016	RIGHTWAY	124647 COPPER CREEK	321.20
121750	4/14/2016	VOID	VOID	-
121751	4/14/2016	COUNTY OF RIVERSIDE	KRAT 3RD QTR FY 15-16	24,850.00
121752	4/14/2016	RIVERSIDE COUNTY SHERIFF	DOJ GRANT 1/07-2/03 & CONTRACT 1/07-2/03	989,333.99
121753	4/14/2016	RIVERSIDE COUNTY SHERIFF	COUNCIL MEETINGS 1/26-2/23	3,913.96
121754	4/14/2016	COUNTY OF RIVERSIDE	CODE ENFORCEMENT 2/01-2/29	56,112.67
121755	4/14/2016	COUNTY OF RIVERSIDE	FLEET 2/01-2/29	681.72
121756	4/14/2016	RK ENGINEERING GROUP INC	P8-1208 COUNTDOWN SIGNAL	9,014.00
121757	4/14/2016	ROW TRAFFIC SAFETY, INC	STREET SIGNS	1,340.39
121758	4/14/2016	CYNTHIA SANCHEZ	MILEAGE 3/02-3/28	99.36
121759	4/14/2016	SCE	1/04-3/01/16	62,026.19
121760	4/14/2016	SCOTT FAZEKAS & ASSOCIATES	PLAN CHECKK SERVICES 2/01-2/28	47.00
121761	4/14/2016	SHARE CORPORATION	INDUSTRIAL CLEANER	1,622.59

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121762	4/14/2016	THE SoCo GROUP INC	FUEL	2,156.55
121763	4/14/2016	SOUTHWEST HEALTHCARE	SART EXAM 3/06/16	900.00
121764	4/14/2016	SPARKLETT'S	BOTTLED WATER	664.59
121765	4/14/2016	STATE OF CALIFORNIA	SMI 3RD QTR FY15-16	9,133.10
121766	4/14/2016	STATER BROS MARKETS	DRIVE IN FOR TOTS/COUNCIL MTG/MOM & TOTS	281.41
121767	4/14/2016	STEVE LEMON AIR CONDITIONING	CITY HALL/PW MAINT	2,560.00
121768	4/14/2016	TASO TECH, INC	PC FOR COUNCIL CHAMBER & FINANCE DEPT	2,785.00
121769	4/14/2016	THE TUNE SALOON	RODS & RAILS	320.00
121770	4/14/2016	TRI-LAKE CONSULTANTS, INC	ENGINEERING SVCS 1/01-1/29/16	84,438.56
121771	4/14/2016	UNITED STORM WATER, INC	STORM DRAIN	15,524.10
121772	4/14/2016	VANTAGE TRANSFER AGENTS	457 RETIREMENT 4/15 #8	9,245.25
121773	4/14/2016	VISION GLASS AND TINT	TRUCK DOOR REPAIR	50.00
121774	4/14/2016	VISTA PAINT CORPORATION	PRIMER/PAINT	407.22
121775	4/14/2016	VOYAGER FLEET	FUEL	1,179.10
121777	4/14/2016	WILLDAN FINANCIAL SERVICES	FY 15-16 PHASE 1 RL	1,951.14
121778	4/14/2016	XEROX CORPORATION	COPIER LEASE-VARIOUS DEPTS	2,939.66
121779	4/14/2016	ZEE MEDICAL, INC	FIRST AID KIT SUPPLY	74.28
121781	4/21/2016	ALESHIRE & WYNDR, LLP	LEGAL SERVICES 1/01-2/29/16	51,143.87
121782	4/21/2016	AMATULLI AUTO PARTS, INC	WELDING RODS	39.40
121783	4/21/2016	AMBER/WARREN, INC	ECONOMIC DEVELOPMENT VIDEO	2,500.00
121784	4/21/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	742.90
121785	4/21/2016	AUTO ZONE COMMERCIAL	AUTO SUPPLIES	19.97
121786	4/21/2016	BARNES CONSTRUCTION, INC	PAINT "STOP" LEGENDS & BARS	4,810.00
121787	4/21/2016	TAMMY BIANCO	APA DUES/MILEAGE	97.76
121788	4/21/2016	ROSALBA BONILLA	REIMB/GARDEN EXPENSE	261.00
121789	4/21/2016	BRANDERS.COM, INC	ANIMAL CONTROL SUPPLIES	777.60
121790	4/21/2016	DEREK BROWN	HIP HOP 3/28-4/21/16	247.11
121791	4/21/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
121792	4/21/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
121793	4/21/2016	CAMERON WELDING SUPPLY	NOZZLE/CAP/CHEM	163.63
121794	4/21/2016	CAPITAL ONE PUBLIC FUNDING	LOAN 100360234	2,563.82
121795	4/21/2016	COLONIAL LIFE & ACCIDENT	INSURANCE	285.11
121796	4/21/2016	CORPORATE PAYMENT SYSTEM	COMMUNITY GARDEN	5,396.39
121797	4/21/2016	CORPORATE PAYMENT SYSTEM	HOUSING PRM & PROMO/SHED FOR GARDEN	4,048.63
121798	4/21/2016	CORPORATE PAYMENT SYSTEM	HYDROPONIC SYSTEM FOR GARDEN/SR CTR	1,999.61
121799	4/21/2016	CORPORATE PAYMENT SYSTEM	GARDEN TOWERS/FENCE/CONF HOUSING	2,646.29
121800	4/21/2016	CORPORATE PAYMENT SYSTEM	SEED PACKETS-GARDEN/PIPING	402.51
121801	4/21/2016	CORPORATE PAYMENT SYSTEM	ICMA ONLINE/BUSINESS MEALS/FUEL	1,300.78
121802	4/21/2016	CORPORATE PAYMENT SYSTEM	PAYPAL-PLANNING	30.00
121803	4/21/2016	CORPORATE PAYMENT SYSTEM	COUNCIL MEETING/NAACP	471.31
121804	4/21/2016	CREATIVE PRINTING	RODS & RAILS	158.76
121805	4/21/2016	DAN'S FEED AND SEED INC.	TAPE/SAW BLADE	10.74
121806	4/21/2016	DENNIS GRUBB & ASSOCIATE	PLANNING SERVICES	1,150.00
121807	4/21/2016	DIAMOND ENVIRONMENTAL SE	HEALTH FAIR RESTROOMS	1,572.20
121808	4/21/2016	DISCOUNT PLAYGROUND SUPPLY	FAST PATCH	911.07
121809	4/21/2016	RICH HEIDE	BATTERY	167.40
121810	4/21/2016	EASTERN MUNICIPAL WATER	3/08-4/11/16	7,532.63
121811	4/21/2016	OTILIO ALEX GONZALEZ	SENIOR PROM	375.00
121812	4/21/2016	GORM, INC.	ODOR CONTROL	336.96
121813	4/21/2016	EVERETT HAMBLY IV	I.T. SUPPORT 4/04-4/17	1,820.00
121814	4/21/2016	HAULAWAY	RENT 20615 4/06-5/03	165.20
121815	4/21/2016	HIRSCH & ASSOCIATES INC	PARKS MASTER PLANS & PATRIOT PARK	18,987.14
121816	4/21/2016	HOME DEPOT CREDIT SERVICES	SAW HORSE/BRUSH/EQUIPMENT	407.31
121817	4/21/2016	HONEYWELL GLOBAL FINANCE	MARCH 2016- ENERGY CHARGES	15,442.30
121818	4/21/2016	IB REPROGRAPHICS	PLANS- D ST & 240 S D ST	74.84
121819	4/21/2016	IMA DESIGN, INC	D STREET PLANS	18,400.00
121820	4/21/2016	INDEPENDENT ARCHITECTURE	4TH ST-DENTIST OFFICE	10,350.00
121821	4/21/2016	VOID	VOID	-
121822	4/21/2016	JIM ROGERS' LOCK & KEY	KEYS-STATLER	180.52
121823	4/21/2016	KELLY KAUS	REIMB APPRAISAL	2,537.00
121824	4/21/2016	LA GARE CAFE	2ND DRAW- TENANT INCENTIVE PROGRAM	25,000.00
121825	4/21/2016	GREG W LEE	DENTAL-REIMB	25.55
121826	4/21/2016	LEGALSHIELD	GROUP 0115834 APRIL 16	25.90
121827	4/21/2016	MICHAEL J MCDERMOTT	REIMBURSE-ICSC REGISTRATION	570.00

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121828	4/21/2016	MICHAEL J MCDERMOTT	REIMBURSE-ICSC HOTEL	392.64
121829	4/21/2016	NATIONAL DRIVE	APRIL 2016	28.00
121830	4/21/2016	DANIKA NELSON	REIMBURSE/USB CABLE	21.58
121831	4/21/2016	PACIFIC CODE COMPLIANCE	EMERGENCY SERVICES & PLAN CHECK SERVICES	2,261.84
121832	4/21/2016	PATH OF LIFE MINISTRIES	FEB 2016 SERVICES	2,163.83
121833	4/21/2016	PINEDA GENERAL CONSTRUCTION	SR HOME REPAIR PRGM-3RD ST/DEERHILL	19,477.84
121834	4/21/2016	POWERPLAN	TOGGL/ROCKR SWITCH	111.10
121835	4/21/2016	PREFERRED BENEFIT INSURANCE	DELTA DENTAL/APRIL16	5,151.36
121836	4/21/2016	PROVIDER CONTRACT FOOD S	HEALTH FAIR	1,076.00
121837	4/21/2016	PURCHASE POWER	POSTAGE/FINANCE CHARGES	67.44
121838	4/21/2016	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	403.46
121839	4/21/2016	COUNTY OF RIVERSIDE	ANIMAL CONTROL MAR 2016	8,775.00
121840	4/21/2016	COUNTY OF RIVERSIDE	LAND USE SUBMITTAL	3,383.00
121841	4/21/2016	RK ENGINEERING GROUP INC	16-00004 TRAFFIC STUDY	2,805.00
121842	4/21/2016	JUAN RODRIGUEZ	MILEAGE TEEN SUMMIT	80.24
121843	4/21/2016	ROSA'S BRIDE & TUX SHOP	YAC-DON'T TEXT & DRIVE	174.00
121844	4/21/2016	ROW TRAFFIC SAFETY, INC	MIDWAY/PERRS ST	1,949.21
121845	4/21/2016	SERRANO NURSERY	SEEDS/GARDEN	44.28
121846	4/21/2016	SHEPHERD & STAATS INC	PROF SERVICES/TRILAKE	12,165.00
121847	4/21/2016	LAURA SOSA	FITNESS 3/28-4/29/16	1,788.40
121848	4/21/2016	SPARKLETT'S	BOTTLED WATER	186.39
121849	4/21/2016	STANLEY CONVERGENT SECURITY	COUNCIL CHAMBER	449.61
121850	4/21/2016	SWRCB	WATER SYSTEM 7/01-12/31	4,586.94
121851	4/21/2016	TIME WARNER CABLE	CABLE/PHONE APRIL-MAY 2016	2,310.14
121852	4/21/2016	TRI-R GENERAL CONTRACTOR	1ST DRAW-168 E 4TH STREET	7,784.40
121853	4/21/2016	TROPHIES UNLIMITED	PLATE ENGRAVE	26.00
121854	4/21/2016	UNITED WAY OF THE INLAND EMPIRE	APRIL 2016	140.66
121855	4/21/2016	VISION GLASS AND TINT	WINDSHIELD	288.89
121856	4/21/2016	WAL-MART COMMUNITY	HEALTH FAIR BIKES	3,402.29
121857	4/21/2016	WESTERN EXTERMINATOR	PEST CONTROL MARCH '16	839.97
121858	4/21/2016	WINZER CORPORATION	PC CRMP SOLDER/TOOLS	482.03
121859	4/21/2016	XEROX CORPORATION	COPIER LEASE-VARIOUS DEPTS	1,422.23
121860	4/28/2016	ACCOMTEMP'S	TEMP SERVICES	3,890.90
121861	4/28/2016	ADAME LANDSCAPE, INC.	MAINT/APRIL 2016	236.25
121862	4/28/2016	ALESHIRE & WYNDER, LLP	LEGAL SERVICES 3/15-4/14/16	1,755.00
121863	4/28/2016	ALEX ALBARRAN CONCRETE	GARDEN CONCRETE	286.00
121864	4/28/2016	AMERICAN FORENSIC NURSES	BLOOD DRAW	680.00
121865	4/28/2016	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	505.67
121866	4/28/2016	ANDERSON ELECTRIC	SPECIAL EVENTS/CITY HALL/FIRE STATION	4,486.00
121867	4/28/2016	EUNICE A ANNAN	REFUND/1474 ALBILLO LOOP	0.97
121868	4/28/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	742.90
121869	4/28/2016	APWA	RENEWAL 7/01-6/30/17	230.00
121870	4/28/2016	AUTO ZONE COMMERCIAL	WINDOW LIFT/BRAKES/SUPPLIES	395.06
121871	4/28/2016	BIO-TOX LABORATORIES	BLOOD ANALYSIS	3,364.18
121872	4/28/2016	SAMUEL BRUNSON	REFUND/3785 ALMANSA WAY	1.56
121873	4/28/2016	CHEF LEE BURTON	HEALTH FAIR BOOTH	700.00
121874	4/28/2016	FENG-CHU CHEN	REFUND/3299 TREEHOUSE	62.55
121875	4/28/2016	COMMUNITY WORKS DESIGN GROUP	STORM DRAIN 1/01-2/29/16	622.89
121876	4/28/2016	RODOLFO CORTEZ	REFUND/3925 PALMETTO HAVEN	0.67
121877	4/28/2016	COSTCO WHOLESALE	FOOD DEMO SUPPLIES	75.61
121878	4/28/2016	CR&R	TRASH COLLECT/MAR 16	337,026.56
121879	4/28/2016	CREATIVE PRINTING	BUSINESS CARDS/ENVELOPES	578.67
121880	4/28/2016	CRIME SCENE STERI-CLEAN	ROADWAY RECOVERY	750.00
121881	4/28/2016	DATA TICKET, INC.	DAILY CITATION/MAR16	697.41
121882	4/28/2016	DENNIS GRUBB & ASSOCIATE	PLAN CHECK SERVICES	1,400.00
121883	4/28/2016	DEPT OF TRANSPORTATION	SIGNAL & LIGHT MAINT/JAN-MAR '16	702.87
121884	4/28/2016	EASTERN MUNICIPAL WATER	WHOLESALE WATER/MAR 16	926.00
121885	4/28/2016	ELITE ROAD SERVICES & TIRES	TIRES	2,290.90
121886	4/28/2016	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY	MAR 2016 SERVICES	2,517.27
121887	4/28/2016	FASTENAL COMPANY	TOOLS-METER BOX	155.97
121888	4/28/2016	FULL THROTTLE	GRAFFITI REMOVAL	5,057.00
121889	4/28/2016	GALLARDOS TRANSMISSION	HONDA-SHERIFF DEPT & LIC 1202413 BRAKES	990.00
121890	4/28/2016	GB INLAND PROPERTIES LLC	REFUND/1270 JOHNS RD	41.06
121891	4/28/2016	NIMAT HASSO	REFUND/1734 BENEDETTO	50.33

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121892	4/28/2016	HDS WHITE CAP CONST SUPPLY	COMMUNITY GARDEN	260.58
121893	4/28/2016	RICH HEIDE	HOOKS/BLADES/GAS	267.98
121894	4/28/2016	HOME DEPOT CREDIT SERVICES	FORM WOOD FOR CONCRETE	1,860.46
121895	4/28/2016	HORTICULTURAL PEST MANAGEMENT	PEST CONTROL MAR '16	975.00
121896	4/28/2016	GENOVEVA IBARRA	REFUND/2027 MT VERDUGO WAY	10.60
121897	4/28/2016	IMPERIAL SPRINKLER SUPPLY	LANDSCAPE INVENTORY/GARDEN/PARKS	12,226.37
121898	4/28/2016	INLAND DESERT SECURITY	ANSWERING SERVICES-VARIOUS DEPTS	690.90
121899	4/28/2016	INLAND PRESORT & MAILING	SENIOR CTR MAILERS	37.54
121900	4/28/2016	IRON MOUNTAIN	STORAGE 401-4/30/16	210.44
121901	4/28/2016	J & W LUMBER	FENCE/COMMUNITY GARDEN	124.14
121902	4/28/2016	KMC INVESTMENT CORP.	REFUND/27 JAZZ LANE	2.21
121903	4/28/2016	LAWN TECH	EDGER BLADES	97.30
121904	4/28/2016	LEGENDS PRODUCTIONS	50% DEPOSIT RODS & RAILS ENTERTAINMENT	7,200.00
121905	4/28/2016	MANPOWER TEMP SERVICES	TEMP SERVICES	11,029.09
121906	4/28/2016	MICHAEL J MCDERMOTT	REIMB JOB FAIR EXPENSE	292.62
121907	4/28/2016	MIRROR FINISH DETAIL	PRESSURE WASH STAGE	300.00
121908	4/28/2016	MR. G'S PLUMBING	PATRIOT PARK/CITY HALL/FOSS FIELD	1,305.00
121909	4/28/2016	CLINTON MUHE	REFUND/190 PEROU ST	35.07
121910	4/28/2016	CECILIA MUTIA	REFUND/372 RED CEDAR	35.45
121911	4/28/2016	NPG CORPORATION	INDIAN AVE/RAMONA/NANDINA AVE	8,496.00
121912	4/28/2016	PERDUE & RUSSELL REAL ESTATE	P8-1220 REDLANDS AVE	17,150.00
121913	4/28/2016	PERRIS CAR WASH	FORD #1202413	35.95
121914	4/28/2016	PERRIS PROGRESS NEWSPAPER	ANNEX DPR14-00099	1,378.58
121915	4/28/2016	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	1,190.13
121916	4/28/2016	RIGHTWAY	PORTABLE TOILET SERVICES	936.06
121917	4/28/2016	RIVCO COATINGS	EXTERIOR DOORS	4,800.00
121918	4/28/2016	NENMI RIVERA	METROLINK MAY 24 '16	114.00
121919	4/28/2016	RIVERSIDE TRANSIT AGENCY	BUS PASSES	1,092.50
121920	4/28/2016	YOLANDA ROBLES	REFUND/359 W 9TH ST	123.50
121921	4/28/2016	JUAN RODRIGUEZ	VISION REIMBURSEMENT	107.95
121922	4/28/2016	ROTARY CLUB OF PERRIS	6 GUESTS-GALA 5/07/16	240.00
121923	4/28/2016	ROW TRAFFIC SAFETY, INC	EVENT SIGNS	226.80
121924	4/28/2016	CELIA RUIZ	REFUND/2030 MT VERDUGO WAY	5.66
121925	4/28/2016	SAM'S CLUB DIRECT	HEALTH FAIR SUPPLIES	136.42
121926	4/28/2016	SCE	3/09-4/08/16	5,520.92
121927	4/28/2016	SKANSKA USA CIVIL WEST	REFUND/D ST-RAMP 215	42.13
121928	4/28/2016	SMART & FINAL	FOOD DEMO SUPPLIES	101.07
121929	4/28/2016	THE SoCo GROUP INC	FUEL	2,404.13
121930	4/28/2016	SPARKLETTS	BOTTLED WATER	207.55
121931	4/28/2016	STANLEY CONVERGENT SECURITY	SECURITY-VARIOUS DEPTS	957.08
121932	4/28/2016	STATE OF CALIFORNIA	BACKGROUND CHECK	32.00
121933	4/28/2016	STATER BROS MARKETS	APRIL BIRTHDAYS	103.88
121934	4/28/2016	STETSON ENGINEERS INC	GOVERNMENT PROCLAM/SALE OF WTR SYSTEM	9,492.22
121935	4/28/2016	SULLIVAN HOLDINGS LLC	REFUND/1729 SYCAMORE ST	60.28
121936	4/28/2016	SUNGARD PUBLIC SECTOR INC	CONTRACT 5/01-5/31	3,388.00
121937	4/28/2016	SYNTECH	COMPUTER/ANIMAL CONTROL	1,025.01
121938	4/28/2016	RICHARD TOTH	MILEAGE 4/19/16	40.82
121939	4/28/2016	TRI-LAKE CONSULTANTS, INC	P8-625/BLDG INSPECTOR 1/31-4/24/15	37,224.85
121940	4/28/2016	TRI-LAKE CONSULTANTS, INC	P8-1259 DPR 060417	68,214.47
121941	4/28/2016	TRI-LAKE CONSULTANTS, INC	P8-1233 DPR14020014	30,477.42
121942	4/28/2016	TRUE GARDEN	CONSULTING FEES/SUPPLIES	1,863.00
121943	4/28/2016	U. S. POSTAL SERVICE	BULK POSTAGE #134	4,000.00
121944	4/28/2016	U.S. HEALTHWORKS MEDICAL	SERVICE 2/22/16	224.32
121945	4/28/2016	VERIZON WIRELESS	RADIO CHARGES 3/11-4/10	66.60
121946	4/28/2016	ANGELICA VILLEGAS	TRANSLATION SERVICES	630.09
121947	4/28/2016	WEST COAST ARBORISTS, INC	TREE REMOVAL SERVICES	17,910.00
121948	4/28/2016	WOODMASTERS	GYM SAFETY	375.00
121949	4/28/2016	XEROX CORPORATION	COPIER LEASE	1,640.47
121950	4/28/2016	YOURMEMBERSHIP.COM, INC	JOB POST-ACCOUNTANT	150.00
			TOTAL	4,397,843.92

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date May 31, 2016

SUBJECT: Annexation of Parcel Map 36010 to the City's Flood Control Maintenance District (FCMD 1) No. 1

REQUESTED ACTION:

Open and Close of Public Hearing, Open 1 Ballot and Adoption of Resolution Ordering the Annexation of Parcel Map 36010 to the City's FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2016-2017 Assessments

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: PM 36010 is a 92.57-acre project located between Markham Street and the Ramona Expressway and between Brennan Avenue and Indian Avenue. The project is under the ownership of Prudential.

On March 29, 2016, a resolution was approved stating the City Council's intention to re-annex this project into the City's Flood Control Maintenance District No. 1 and set a Public Hearing for May 31, 2016.

On May 12, 2015, Parcel Map 36010 was annexed into the City's Maintenance District No. 84-1 and Landscaping Maintenance District No. 1.

BUDGET (or FISCAL) IMPACT: The proposed annual maximum assessment is subject to Standard Inflation Factors for labor, energy and water. The current annual assessment is \$87,815.61

Reviewed by:

Assistant City Manager 

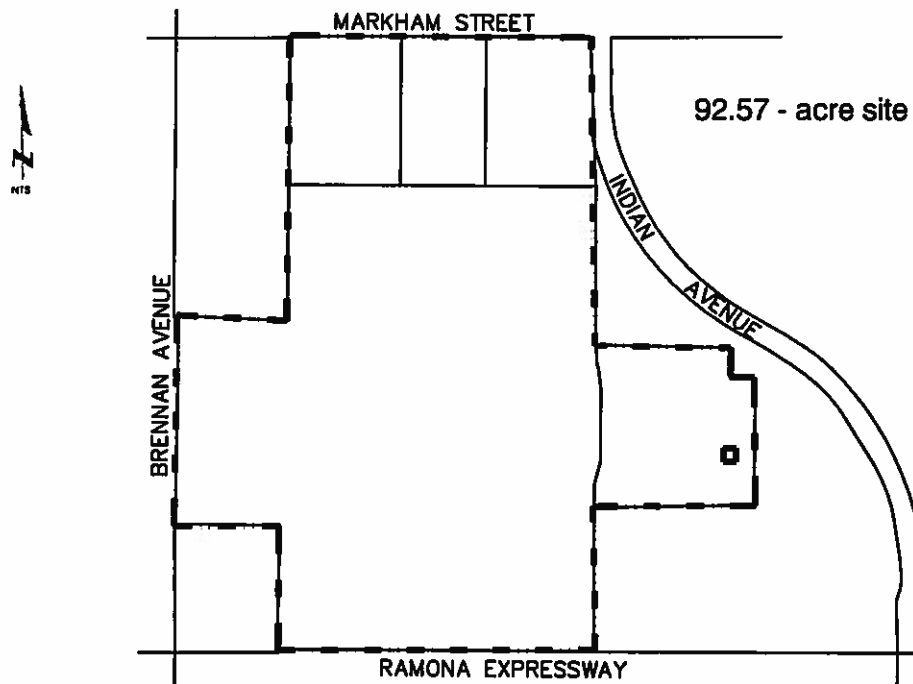
City Attorney _____

Attachments:

1. Location Map
2. Resolution Ordering the Annexation of Parcel Map 36010 to FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2016-2017 Assessments.

Public Hearing:

ANNEXATION OF PM 36010 TO CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NO. 1



FCMD 1

Flood control facilities that channel, contain, and convey storm flow to Perris Valley Storm Drain Channel, including:

Public (City) Facilities

- Catch basins, under-sidewalk drains and inlets
- 18", 24", 36" and 42" reinforced concrete pipe
- Three 36" reinforced concrete box culverts
- Double reinforced concrete box
- Street Undercrossings
- Emergency Spillway
- Earthen Channel and facilities extending from Perris Boulevard to the Perris Valley Storm Drain Channel (30% contribution)

Interim Maintenance of RCFC&WCD Facilities

- 1,350 lineal feet combination concrete trapezoidal channel and underground storm drain system with a concrete bulkhead at its upstream terminus (Line E-Stage 2)
- Maintenance Road adjacent to Line E-Stage 2
- Lift Station
- 50 lineal feet of double reinforced concrete box (Line 2)
- 70 lineal feet of reinforced concrete box (Line 3)
- 1,740 lineal feet combination reinforced concrete box, 48" and 54" reinforced concrete pipes underground storm drain system and its associated transition structure (Lat E-4)

Annual Assessment of \$87,815.61 including Standard Inflation Factors

- 1) "Common Labor, Construction Cost Index", ENR
- 2) Southern California Edison rate increases
- 3) Eastern Municipal Water District rate increases

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PARCEL MAP 36010 TO BENEFIT ZONE 87, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 29th day of March 2016, adopt its Resolution of Intention Number 4975 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the "District"), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 4975, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 4975, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceedings and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 4975, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Flood Control Maintenance District No. 1 and the annexation thereto, is 68-2657.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide flood control facility maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved;
and

Section 4. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2016-2017 are hereby levied.

ADOPTED, SIGNED and APPROVED this 31st day of May 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 ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of May 2016, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
AGENDA SUBMITTAL
May 31, 2016

SUBJECT: Restaurant Attraction / Incentive Package

REQUESTED ACTION: The Board of Directors: 1) Approve a three hundred fifty thousand dollar, self-extinguishing, zero interest business loan to Applebee's (Apple SoCal LLC), inclusive of a five year operating covenant 2) Authorize the Chief Executive Officer or his designee to execute all documents in a form approved by the Corporation's counsel, and related expenditures and actions.

CONTACT: Michael McDermott, Chief Operating Officer 

BACKGROUND/DISCUSSION:

The Perris Community Economic Development Corporation (Perris CEDC) has been tasked with attracting new full service, sit down restaurants to the City.

Staff has been working with Applebee's for an extended period of time and reached a tentative agreement at last week's International Council of Shopping Center Convention in Las Vegas (ICSC).

The restaurants location will be an endcap, approximately 5,000 sf, in the new Wal Mart Perris Marketplace Center. The City will help facilitate the placement of an appropriate monument sign near the corner of the project exposed to Perris Bl.

Applebee's and other developer fees for their project at buildout are approximately \$200,000. The restaurant's initial investment is estimated to be \$2,500,000+. The City will receive substantial Sales Tax and the increased Property Tax generated by the project's construction.


Staff proposes a \$350,000 self-extinguishing loan from the Perris CEDC to Applebee's (Apple SoCal LLC). It is proposed that the loan self-extinguishes in five years (20% per year) as long as Applebee's has been and is in continued operation in the City.

The loan will help to defray costs for furniture, fixtures and equipment (FF&E). The loan will fund within 45 days of the restaurant opening, projected late 2016 - early 2017.

BUDGET (or FISCAL) IMPACT:

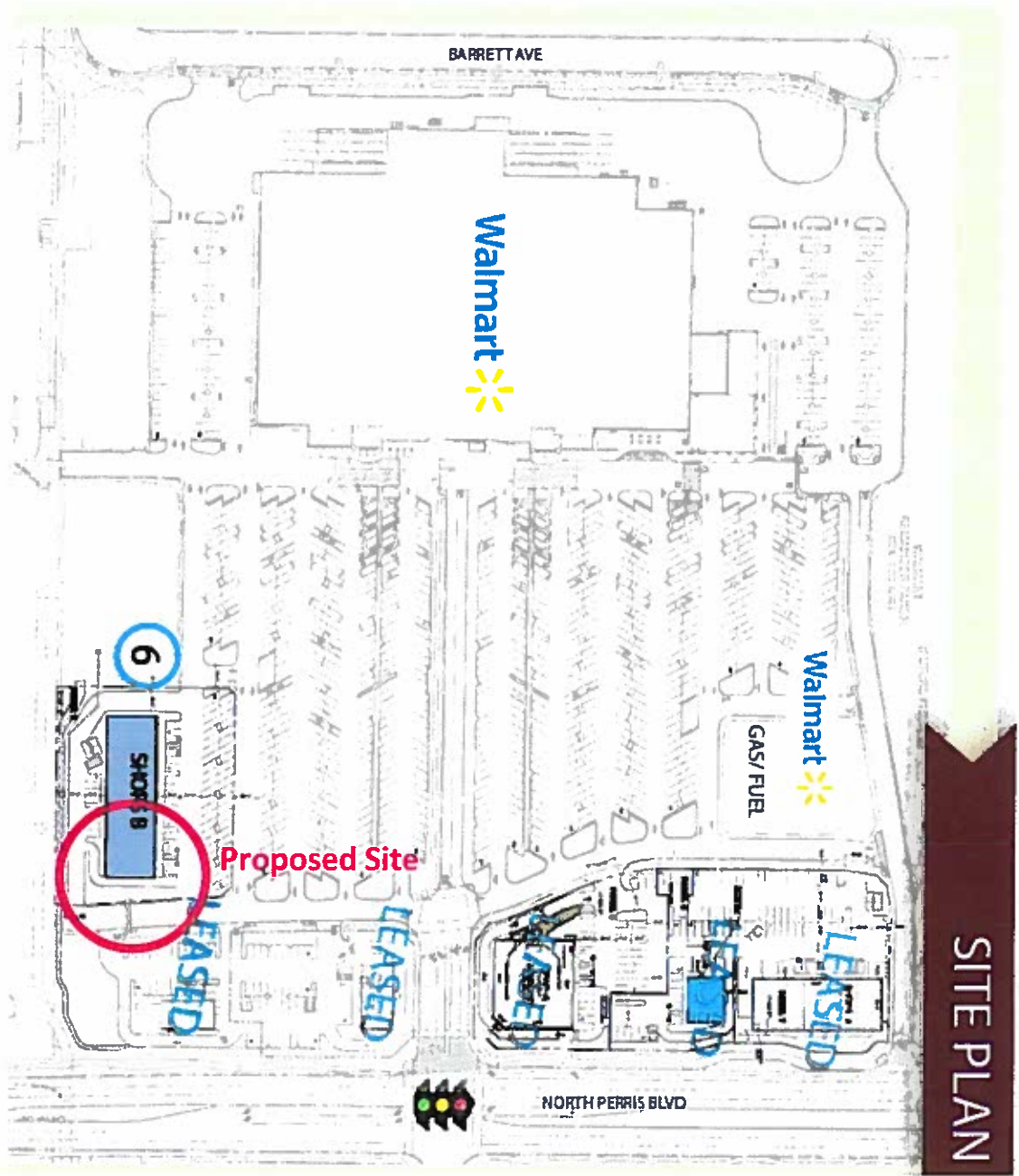
The \$350,000 in incentives are a budgeted expense in the Perris CEDC budget.

Reviewed by:

Assistant City Manager: 
Redevelopment & Economic
Development Manager:

Attachments:

New Business XXX



SITE PLAN

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: May 31, 2016

SUBJECT: March Air Reserve Base and Perris Valley Airport Influence Areas within the City of Perris

REQUESTED ACTION: Provide information to the City Council in regards to airport influence areas throughout the City.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

Last year, the Riverside County Airport Land Use Commission (ALUC) adopted the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (ALUCP). This plan is now a part of the 2004 Countywide ALUCP. As a result of the adoption of the 2014 March ALUCP, the City is now required to update the General Plan to become consistent with the new March ALUCP. Staff has been working with Johnson Aviation on updating the General Plan and recently submitted a draft document to ALUC for their review. It is anticipated that ALUC will make a finding of consistency and will be scheduled for an ALUC hearing in June of this year. Once the review is completed by ALUC, staff will bring the General Plan update to the Planning Commission and City Council for final adoption. Until then, all discretionary actions within the updated March Airport Influence Area must be submitted to ALUC for a determination of consistency. The Perris Valley Airport Plan has already been approved since 2011.

In the past year, infill housing development has increased and is expected to continue in areas that have remained vacant due to the housing market downturn from 2007. New activity in the commercial, manufacturing, food and service sectors are also beginning to increase in Perris. The near future operation of the Perris Valley Metrolink line has also triggered high density housing interest near the downtown station. However, these types of uses require higher concentrations of people on a site that may be restricted by the airport influence areas, especially near the area just south of the March ARB runway. In anticipation of future development activity, Johnson Aviation will provide an overview of how the airport influence areas affect the City.

FISCAL IMPACT:

Costs for preparation of this item have been budgeted in the 2015-2016 General Fund.

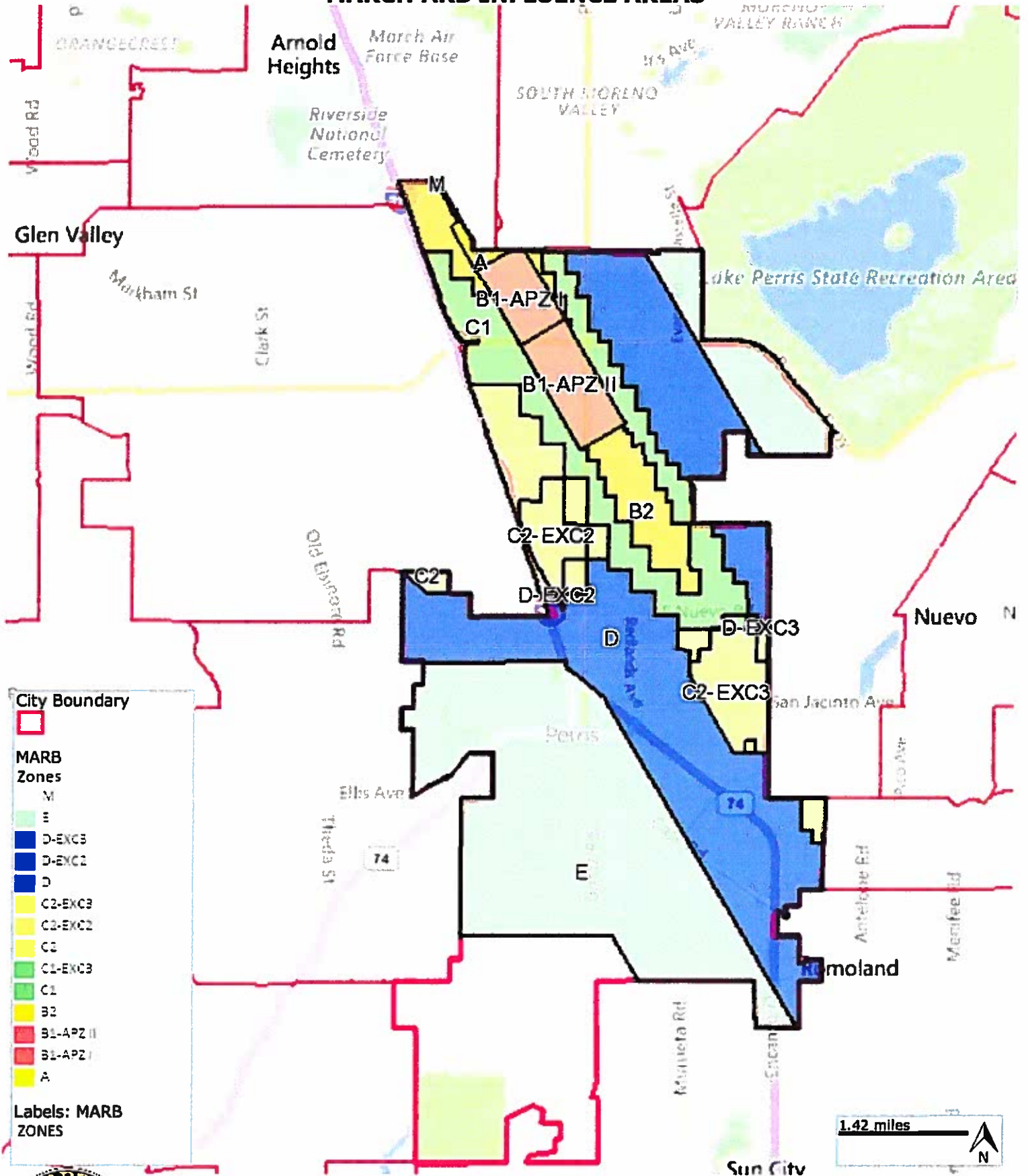
Prepared by: Clara Miramontes, Director of Development Services

Assistant City Manager: Ron Carr 

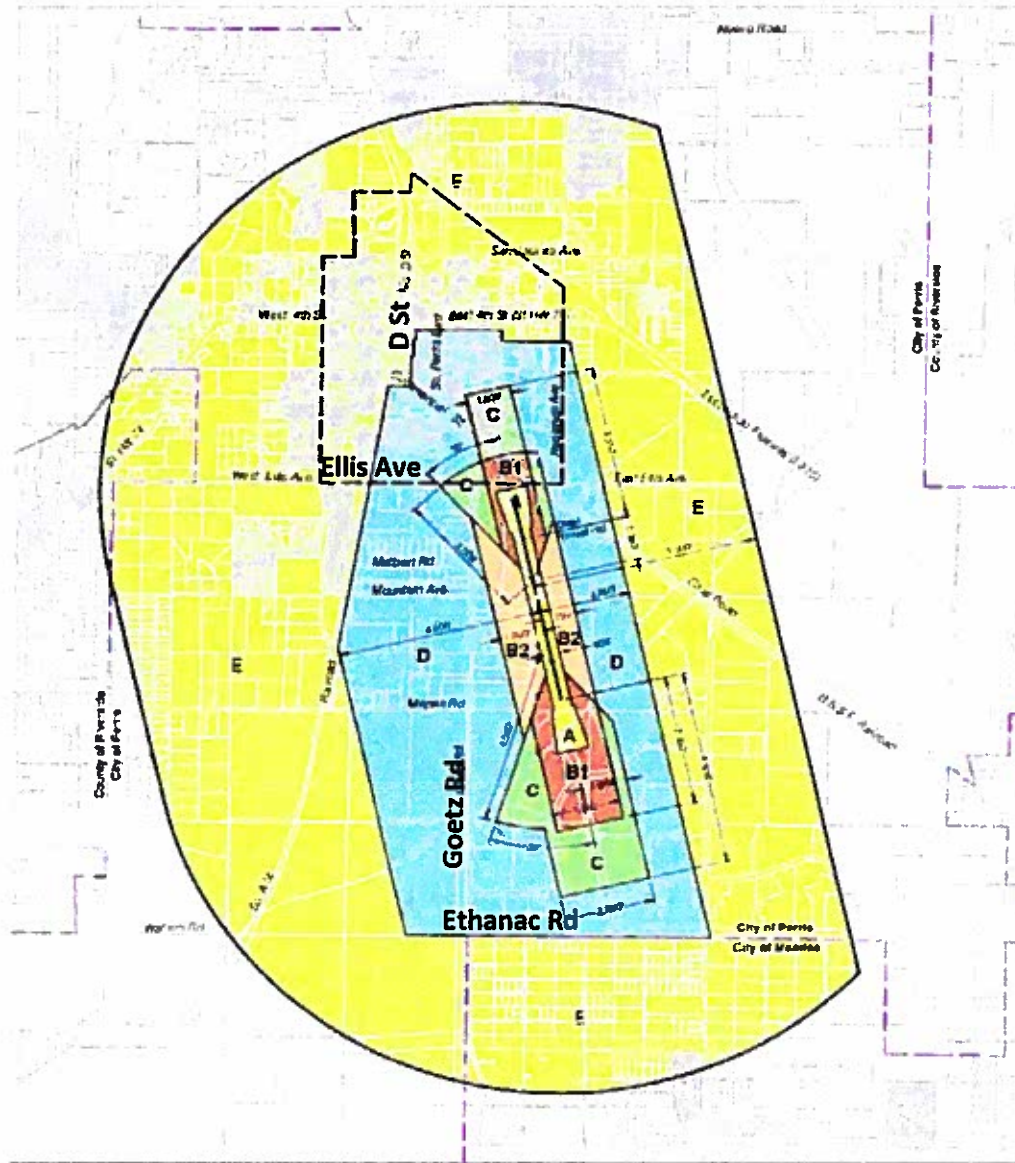
Attachments: March ARB Influence Area Map
Perris Valley Airport Influence Area Map

Business Item: May 31, 2016

MARCH ARB INFLUENCE AREAS










PERRIS VALLEY AIRPORT INFLUENCE AREAS



Legend

Compatibility Zones

-  Airport Influence Area Boundary
-  Zone A
-  Zone B1
-  Zone B2
-  Zone C
-  Zone D
-  Zone E

Boundary Lines

-  Airport Property Line
-  City Limits
-  Downtown Specific Plan