

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

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

**Tuesday, July 12, 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:***

Yarbrough, Burke, Rabb, Rogers, Busch

A. Conference with Legal Counsel - Potential Litigation - Government  
Code Section 54956.9 (d)(2) - 1 case

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

2. ***ROLL CALL:***

Yarbrough, Burke, Rabb, Rogers, Busch

3. ***INVOCATION:***

4. ***PLEDGE OF ALLEGIANCE:***

Councilman Yarbrough will lead the Pledge of Allegiance.

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

**6. PRESENTATIONS/ANNOUNCEMENTS:**

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

- A. Yolanda Williams, Buffalo Soldiers Organization will announce the Foster Children's Luggage Drive.
- B. Vita Willet, Vice President, Kaiser Permanente Riverside Area will present the Kaiser Foundation Hospitals, Riverside Community Benefit Charitable Contributions Grant Funding for the Perris Green City Farm Program.

**7. APPROVAL OF MINUTES:**

- A. Approve the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority held June 14, 2016.

**8. CONSENT CALENDAR:**

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

- A. Adopt the Second Reading of Ordinance Numbers (next in order) repealing Chapter 10.44 of the Perris Municipal Code: Bicycles and repealing Chapter 1.20 of the Perris Municipal Code: Prisoner Labor.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTIONS 10.44.010, 10.44.020, 10.44.030, 10.44.040, 10.44.060, AND 10.44.070 OF CHAPTER 10.44 OF TITLE 10 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING THE REGISTRATION AND LICENSING OF BICYCLES**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTION 1.20.010 OF CHAPTER 1.20 OF TITLE 1 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING PRISONER LABOR**

- B. Adopt Resolution Number (next in order) regarding the Annual Levy for the Community Facilities Districts.

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

RESOLUTION OF THE CITY OF PERRIS CITY COUNCIL ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NOS. I-S, 88-I, 88-3, 90-I, 93-IR, 93-2, 2001-1 IA 1, 2001-1 IA 2, 2001-1 IA 3, 201-1 IA 4, 2001-1 IA 5, 2001-1 IA 6, 2001-1 IA 7, 2001-2, 2001-3, 2002-1, 2003-1, 2004-1, 2004-2, 2004-3 IA 1, 2004-3 IA 2, 2004-5, 2005-1 IA 3, 2005-1 IA 4, 2005-2, 2005-4, 2006-1, 2006-2, 2006-3, 2007-2, 2014-1 IA 1, 2014-1 IA3, 2014-2 ESTABLISHING THE LEVY OF SPECIAL TAXES FOR FISCAL YEAR 2016/2017

- C. Adopt Resolution Number (next in order) regarding adjustment for pass through sewer service rates from Eastern Municipal Water District.

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, ADOPTING A SEWER SERVICE ADJUSTMENT FOR PASS THROUGH SEWER SERVICE RATES FROM EASTERN MUNICIPAL WATER DISTRICT

- D. Approve the Drainage Fee/Sales Tax Agreement with Grove Lumber.
- E. Approve the Amendment to Contract with MetroPointe for Traffic Engineering/Construction Support for the Nuevo Interchange.
- F. Approve Renewal of a Contract Services Agreement with Dennis Grubb and Associates for fire plan check review and services.
- G. Approve Agreement for Code Enforcement Services between the City of Perris and the County of Riverside.
- H. Approve Extension of Time No. 16-05110 for Tentative Tract Map 31304, located at the northeast corner of McPherson Road and River Road. (Applicant: Jennifer Chung, Pacific Communities Builders, Inc.).
- I. Approve Renewal of a Contract Services Agreement with ESGIL Corporation for Building Plan Review Services.

- J. Approve Tolling Agreement with the Western Riverside County Regional Conservation Authority related to MSHCP fees on Civic and Infrastructure Projects.
- K. Approve fee waiver request from Reflections Christian Fellowship for use of the Bob Glass Gym and Community Room for Backpack and Shoe Giveaway being held on August 20, 2016.
- L. Approve Agreement with County of Riverside for Dunlap Drive Slurry Seal Improvements.
- M. Approve Check Register for May 2016.

**9. PUBLIC HEARINGS:**

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

- A. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of CUP 15-05056 to the City's Maintenance Districts; located on the south side of 4<sup>th</sup> Street between "F" and "G" Streets. (Project: Little Caesars Pizza; Ownership: Westermoreland Dynasty Limited Partnership).

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 15-05056 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017**

**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 CUP 15-05056 TO BENEFIT ZONE 118, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017**

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 CUP 15-05056 TO BENEFIT ZONE 88, 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:

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

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

- A. Danielle Wheeler, Executive Director for March Joint Powers Authority (March JPA) will give update on March JPA.

Introduced by: Ron Carr, Assistant City Manager

PUBLIC COMMENT:

- B. Consideration to appoint a City Councilmember as a voting delegate and alternate for the League of California Cities Annual Conference.

Introduced by: Richard Belmudez, City Manager

PUBLIC COMMENT:

- C. Consideration to approve the changes to the City's Fiscal Year 2016-2017 Operational and CIP Budgets.

Introduced by: Jennifer Erwin, Assistant Director of Finance

PUBLIC COMMENT:

**11. PUBLIC COMMENT/CITIZEN PARTICIPATION:**

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

**12. COUNCIL COMMUNICATIONS:**

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

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

**13. CITY MANAGER'S REPORT:**

**14. ADJOURNMENT:**

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact 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: July 12, 2016  
SUBJECT: *Approval of Minutes*

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**BACKGROUND:** None.

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**FISCAL IMPACT:** None.

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- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on June 14, 2016 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority.

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

**Attachments:**

- Minutes of the Regular Joint Meeting held on June 14, 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: June 14, 2016

06:30 PM

Place of Meeting: City Council Chambers

### CLOSED SESSION

**Mayor Busch called the Closed Session to order at 5:28 p.m.**

### ROLL CALL

**Present: Rogers, Burke, Rabb, Busch**  
**Councilmember Yarbrough arrived at 6:01 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) - 3 cases

**The City Council adjourned to Closed Session at 5:29 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: Rogers, Yarbrough, Burke, Rabb, Busch

**Present: Rogers, Yarbrough, Burke, Rabb, 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 Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo and City Clerk Salazar.**

3. INVOCATION:

**Reverend Ealy gave the Invocation.**



4. PLEDGE OF ALLEGIANCE:

**Mayor Pro Tem Rogers led the Pledge of Allegiance.**

**Closed Session Report-City Attorney Dunn reported that the City Council met in Closed Session to discuss the 3 cases listed on the agenda. He noted that the City Council gave direction to staff but no reportable action was taken.**

5. PRESENTATIONS/ANNOUNCEMENTS:

- A. Presentation of Award Certificates to recipients of the Hispanic Association of Small Business Academic Achievement Awards.
- B. Roma Ferriter, Director of Community Engagement will announce the "North County Health Services Open House and Ribbon Cutting Ceremony" being held on Wednesday, June 15, 2016 at the North County Health Services Perris Health Center.

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 May 31, 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: Rita Rogers, Mark Yarbrough, Tonya Burke, David Starr Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

7. CONSENT CALENDAR:

**The Mayor called for Public Comment.**

**The following person spoke at Public Comment:**

**Matt Johnson-Item 7.N.**

**The Mayor closed Public Comment.**

**Councilmember Rabb requested that items 7.M, 7.O and 7.P be pulled for separate discussion/action.**

**Councilmember Yarbrough requested that item 7.N. be pulled for separate discussion/action.**

- A. Adopted Resolution Numbers 5008, 5009 and 5010 regarding Annexation

of CUP 14-09-0001 to Maintenance District No. 84-1, located east of Interstate 215 and between Nuevo Road and Old Nuevo Road. (Ownership of: Bahram Tchami).

Resolution Number 5008 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 14-09-0001 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5009 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 14-09-0001 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5010 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER 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 MD NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 14-09-0001 TO MD 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 AUGUST 30, 2016

- B. Adopted Resolution Numbers 5011, 5012 and 5013 regarding Annexation of CUP 14-09-0001 to Landscape Maintenance District No. 1 (LMD 1), located east of Interstate 215 and between Nuevo Road and Old Nuevo Road. (Ownership of: Bahram Tchami).

Resolution Number 5011 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 117 (CUP 14-09-0001) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

**Resolution Number 5012 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 14-09-0001 TO BENEFIT ZONE 117, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1**

**Resolution Number 5013 is entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER ANNEXATION TO BENEFIT ZONE 117, 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 117 LMD NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 14-09-0001 TO BENEFIT ZONE 117, CITY OF PERRIS LMD 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**

- C. Adopted Resolution Number 5014 regarding Annexation of CUP 14-09-0001 to Flood Control Maintenance District No. 1, located east of Interstate 215 and between Nuevo Road and Old Nuevo Road. (Ownership of: Bahram Tchami).**

**Resolution Number 5014 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 14-09-0001 TO BENEFIT ZONE 84, 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**

- D. Received and filed the SAS 114 Audit Planning Letter from Teaman, Ramirez & Smith, Inc. (City Audit Firm).**
- E. Adopted Resolution Number 5015 amending the Rubbish Collection Charges pursuant to Agreement with CR&R.**

**Resolution Number 5015 is entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING RUBBISH COLLECTION CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS MUNICIPAL CODE AND RESCINDING RESOLUTION NUMBER 4911**

- F. Adopted Resolution Number 5016 regarding Article XIII B Appropriation (GANN) Limit for Fiscal Year 2016-2017.

Resolution Number 5016 is entitled:

A RESOLUTION OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-2017 PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

- G. Approved the review of the Biennial Conflict of Interest Code and submit a report identifying necessary revisions to the code reviewing body pursuant to Government Code § 87306.5.
- H. Approved the License Agreement Renewal with Family Services Association of Western Riverside County for the use of the Senior Center to provide meal service to seniors.
- I. Approved the installation of a stop sign at the intersection of Sorrell Lane and Poppy Court.
- J. Approved the Goetz Road Right-of-Way Improvements between Ellis and Ethanac.
- K. Approved the Contract with JLC Engineering regarding the Nuevo Bridge Widening and Road Improvements.
- L. Approved the Cooperative Agreement regarding the Perris Valley Master Drainage Plan – Line “J.”
- M. Approved the Façade Improvement Project for the Dora Nelson Museum located at 316 East 7th Street.

**This item was pulled for separate consideration.**

**Councilmember Rabb noted that he lived within 500 feet of the subject location and recused himself from this item. Councilmember Rabb left the Council Chambers at 6:48 p.m. and returned at 6:50 p.m.**

**The following Councilmember's spoke:  
Yarbrough**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Tonya Burke to Approve the item as presented.

AYES: Rita Rogers, Mark Yarbrough, Tonya Burke, Daryl Busch

NOES:

ABSENT:

ABSTAIN: David Starr Rabb

- N. Approved the Perris Valley Chamber of Commerce Sponsorship.

**This item was pulled for separate consideration.**

**The following Councilmember's spoke:**

**Yarbrough**

**Burke**

**Rogers**

**Busch**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve the item as presented.

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

NOES:

ABSENT:

ABSTAIN:

- O. Adopted Resolution Numbers HA-005 and EDC-003 regarding the Disposition and Development Agreement (DDA) with AMCAL Multi-Housing, Inc. for a proposed affordable housing mixed-use development in the 100 block of South "D" Street (northeast corner of "D" and 2nd Streets).

Resolution Number HA-005 is entitled:

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PERRIS, APPROVING THE DEVELOPER AND DISPOSITION AGREEMENT BY AND BETWEEN THE PERRIS HOUSING AUTHORITY AND AMCAL MULTI-HOUSING, INC.

Resolution Number EDC-003 is entitled:

A RESOLUTION OF THE COMMUNITY ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF PERRIS, APPROVING THE DEVELOPER AND DISPOSITION AGREEMENT BY AND BETWEEN THE PERRIS HOUSING AUTHORITY AND AMCAL MULTI-HOUSING, INC.

**This item was pulled for separate consideration.**

**The following Councilmember's spoke:**

**Rabb**

**Rogers**

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by David Starr Rabb to Approve the item as presented.

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

NOES:

ABSENT:

ABSTAIN:

- P. Approve the Agreement for Code Enforcement Services between the City of Perris and the County of Riverside.

**This item was pulled for separate consideration.**

**The following Councilmember's spoke:**

**Rabb**

**Yarbrough**

**Rogers**

**This item was continued until July 12, 2016**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Continue this item to the next City Council meeting and bring back with new numbers and a new proposal and to continue the current contract with the County of Riverside on a month to month basis.

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

NOES:

ABSENT:

ABSTAIN:

- Q. Approved Final Parcel Map 36726 (FPM 16-05078), a Final Map to merge six existing parcels into one industrial lot for industrial development located south of Nance Street, north of Markham Street, and between Webster and Indian Avenues within the Perris Valley Commerce Center (PVCC) Specific Plan. (Applicant: Russell Pierce, Integra Pacific, LLC).
- R. Adopted Resolution Number 5017 regarding the intent to overrule an inconsistency finding of the Riverside County Airport Land Use Commission (ALUC) for a proposed 202 unit multifamily residential development north of Orange Avenue, between Barrett Avenue and Perris Boulevard, with the March Air Reserve Base Land Use Plan. (Applicant: Peter Kulmaticki (GPA 15-05205, ZC 15- 05206, DPR 15-00014, TPM 15-05205 (TPM 37014).

Resolution Number 5017 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AUTHORIZING STAFF TO COMMENCE THE PROCESS TO OVERRULE THE RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION'S (ALUC) FINDING OF INCONSISTENCY AND ALLOWING A MAXIMUM DENSITY OF 12 UNITS PER ACRE IN ACCORDANCE WITH THE INFILL POLICY OF THE MARCH AIRPORT LAND USE COMPATIBILITY PLAN, THEREBY ALLOWING 202 UNITS FOR DEVELOPMENT PLAN REVIEW 15-00014, GENERAL PLAN AMENDMENT 15-05207, ZONE CHANGE 15-05206, AND TENTATIVE PARCEL MAP 15-05202 (TPM 37014)

S. **Approved City Hall Campus Demolition of Dilapidated Structures.**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve the balance of the Consent Calendar with the exception of items 7.M., 7.N., 7.O. and 7.P.

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

NOES:

ABSENT:

ABSTAIN:

8. **PUBLIC HEARINGS:**

- A. **Adopted Resolution Numbers 5018 and 5019 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 5018 is entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 22 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 22**

**Resolution Number 5019 is entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 22 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 22 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN**

**This item was presented by Daniel Louie, Willdan Financial Services.**

**The Mayor opened the Public Hearing at 7:25 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:25 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve Resolution Number 5018 as presented.

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

NOES:

ABSENT:

ABSTAIN:

**The Mayor asked City Clerk Salazar to open the ballot.  
City Clerk Salazar opened the ballot and reported that the ballot was marked "Yes".**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve Resolution Number 5019 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Introduced the First Reading of Ordinance Numbers 1327 and 1328 repealing Chapter 10.44 of the Perris Municipal Code: Bicycles and repealing Chapter 1.20 of the Perris Municipal Code: Prisoner Labor.

The First Reading of Ordinance Number 1327 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTIONS 10.44.010, 10.44.020, 10.44.030, 10.44.040, 10.44.060, AND 10.44.070 OF CHAPTER 10.44 OF TITLE 10 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING THE REGISTRATION AND LICENSING OF BICYCLES

The First Reading of Ordinance Number 1328 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTION 1.20.010 OF CHAPTER 1.20 OF TITLE 1 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING PRISONER LABOR

**This item was presented by Assistant Finance Director Erwin.**

**The Mayor opened the Public Hearing at 7:29 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:29 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Mark Yarbrough to Approve the First Reading of Ordinance Numbers 1327 and 1328 as presented.

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

NOES:

ABSENT:

ABSTAIN:



- C. Adopted Resolution Number 5020 regarding the ALUC Override of the Riverside County Airport Land Use Commission's (ALUC) decision that the proposed 77 unit single family residential planned development located on the northwest corner of Murrieta Road and Water Avenue is inconsistent with their March ARB Airport Land Use Plan. (Applicant: Tom Mungari).

Resolution Number 5020 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING TO OVERRULE THE RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION'S (ALUC) FINDING OF INCONSISTENCY FOR DEVELOPMENT PLAN REVIEW 15- 00012 PLANNED DEVELOPMENT OVERLAY ZONE 15-05197 GENERAL PLAN AMENDMENT 15-05199 ZONE CHANGE 15- 05200 AND TENTATIVE TRACT MAP 36797

**Associate Planner Lundfelt presented this item.**

**The Mayor opened the Public Hearing at 7:36 p.m.**

**The following person spoke at Public Comment:**

**Tom Mungari**

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

**The following Councilmember's spoke:**

**Burke**

**Rabb**

**Yarbrough**

**Busch**

**The Mayor called for a motion.**

**M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve Resolution Number 5020 as presented.**

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

**NOES: Tonya Burke**

**ABSENT:**

**ABSTAIN:**

**9. BUSINESS ITEMS:**

**Mayor Pro Tem Rogers left the City Council Chambers at 7:46 p.m. and returned at 7:49 p.m.**

- A. Update given on the Hometown Heroes Active Military Banner Program.

**This item was presented by Counter Services Supervisor Arana.**

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

**The following Councilmember's spoke:****Yarbrough****Rabb****Rogers****Busch**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Tonya Burke to Approve the item as presented and to bring back to the City Council in 1 year.

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

NOES:

ABSENT:

ABSTAIN:

**Councilmember Rabb left the City Council Chambers at 8:00 p.m. and returned at 8:01 p.m.**

**B. Adopted Resolution Numbers 5021, 5022, 5023, 5024, 5025 and 5026 regarding Medical Marijuana Tax and Dispensary Regulation Ordinances for Submission to Voters as Ballot Measures.**

**1. TAXES**

Resolution Number 5021 is entitled:

A RESOLUTION OF THE CITY OF PERRIS, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF A CERTAIN MEASURE, ENTITLED THE MARIJUANA DISPENSARY AND CULTIVATION TAX MEASURE, AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, AS CALLED BY RESOLUTION NO. 5005

Resolution Number 5022 is entitled:

A RESOLUTION OF THE THE CITY OF PERRIS, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS(S) AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS, REGARDING THE MARIJUANA DISPENSARY AND CULTIVATION TAX MEASURE

Resolution Number 5023 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING THE MARIJUANA DISPENSARY AND CULTIVATION TAX MEASURE

**2. REGULATORY PROGRAM**

Resolution Number 5024 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF A CERTAIN MEASURE, ENTITLED THE MEDICAL MARIJUANA

**DISPENSARY REGULATORY PROGRAM MEASURE, AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, AS CALLED BY RESOLUTION NO. 5005**

**Resolution Number 5025 is entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA SETTING PRIORITIES FOR FILING WRITTEN ARGUMENT(S) AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS, REGARDING THE MEDICAL MARIJUANA DISPENSARY REGULATORY PROGRAM MEASURE**

**Resolution Number 5026 is entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING THE MEDICAL MARIJUANA DISPENSARY REGULATORY PROGRAM MEASURE**

**This item was presented by Assistant City Attorney Neumeyer**

**The Mayor called for Public Comment.**

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

**Andre Mitchell**

**Ted Norton**

**Larry Mills**

**Joshua D. Naggar**

**Sherry Kreissig**

**Matt Johnson**

**The following Councilmember's spoke:**

**Rabb**

**Yarbrough**

**Burke**

**Rogers**

**Busch**

**The Mayor called for a motion.**

**M/S/C: Moved by Tonya Burke, seconded by David Starr Rabb to Approve Resolution Numbers 5021, 5022 and 5023 as presented.**

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

**NOES: Rita Rogers**

**ABSENT:**

**ABSTAIN:**

**The Mayor called for a motion.**

M/S/C: Moved by David Starr Rabb, seconded by Tonya Burke to Approve Resolution Numbers 5024, 5025 and 5026 as presented.

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

NOES: Rita Rogers

ABSENT:

ABSTAIN:

10. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

**Randy Segovia**

11. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:**

**Rogers**

**Burke**

**Yarbrough**

**Rabb**

**Busch**

12. CITY MANAGER'S REPORT:

13. ADJOURNMENT:

**There being no further business the Regular City Council meeting was adjourned at 9:18 p.m., in memory of the those that were injured and lost their lives in Orlando, Florida.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: July 12, 2016**

**SUBJECT:** Second Reading of the following Ordinance to repeal Chapter 10.44 of the Perris Municipal Code, Bicycles

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTIONS 10.44.010, 10.44.020, 10.44.030, 10.44.040, 10.44.060, AND 10.44.070 OF CHAPTER 10.44 OF TITLE 10 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING THE REGISTRATION AND LICENSING OF BICYCLES**

Second Reading of the following Ordinance to repeal Chapter 1.20 of the Perris Municipal Code, Prisoner Labor

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTION 1.20.010 OF CHAPTER 1.20 OF TITLE 1 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING PRISONER LABOR**

**REQUESTED ACTION:** Approve second reading of Ordinance No. \_\_\_\_ to repeal Chapter 10.44 of the Municipal Code of the City of Perris established by Ordinance No. 144 in 1948

Approve second reading of Ordinance No. \_\_\_\_ to repeal Chapter 1.20 of the Municipal Code of the City of Perris established by Ordinance No. 32 in 1913

**CONTACT:** Jennifer Erwin, Assistant Director of Finance

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**BACKGROUND/DISCUSSION:**

On June 14, 2016, the City Council held a public hearing and approved the first reading of an Ordinance to repeal Chapter 10.44 of the Perris Municipal Code, Bicycles, as well as the first reading of an Ordinance to repeal Chapter 1.20 of the Perris Municipal Code, Prisoner Labor. In support of the amendment, the staff report given at the public hearing stated the following:

- In 1948, Ordinance No. 144 was adopted and created Chapter 10.44 of the City of Perris Municipal Code, and further amend by Ordinance No. 404 in 1973. This ordinance was reviewed with the Ways and Means Subcommittee on May 17, 2016 and determined to be outdated.

- In 1913, Ordinance No. 32 was adopted and created Chapter 1.20 of the City of Perris Municipal Code, and further amend by Ordinance No. 384 Section 3(a) in 1972. This ordinance was reviewed with the Ways and Means Subcommittee on May 17, 2016 and determined to be outdated.

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


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**BUDGET (or FISCAL) IMPACT:** None

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Reviewed by:

City Attorney

Assistant City Manager 

Attachments:

1. City of Perris Ordinance Repealing Chapter 10.44 of the Municipal Code
2. City of Perris Ordinance Repealing Chapter 1.20 of the Municipal Code

Consent

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTIONS 10.44.010, 10.44.020, 10.44.030, 10.44.040, 10.44.060, AND 10.44.070 OF CHAPTER 10.44 OF TITLE 10 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING THE REGISTRATION AND LICENSING OF BICYCLES**

WHEREAS, on March 5, 1948, the City Council adopted Ordinance No. 144, which enacted Sections 10.44.010, 10.44.020, 10.44.030, 10.44.040, 10.44.060, and 10.44.070 of Chapter 10.44 of the City of Perris Municipal Code; and

WHEREAS, Ordinance No. 144 was amended by Ordinance No. 404 on June 11, 1973; 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 144 and Ordinance 404 are hereby repealed. Unless expressly modified or added herein, all provisions of Title 10 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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTION 1.20.010 OF CHAPTER 1.20 OF TITLE 1 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING PRISONER LABOR**

**WHEREAS**, on August 15, 1913, the City Council adopted Ordinance No. 32, which enacted Section 1.020.010 of Chapter 1.20 of the City of Perris Municipal Code; and

**WHEREAS**, Ordinance No. 32 was amended by Ordinance No. 384, Section 3(a) on July 10, 1972; 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 32 and Ordinance No. 384, Section 3(a), are hereby repealed. Unless expressly modified or added herein, all provisions of Title 10 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:

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Nancy Salazar, City Clerk

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: July 12, 2016**

**SUBJECT:** Annual Levy for the Community Facilities Districts

**REQUESTED ACTION:** Recommend that the City Council Authorize the Annual Tax Levies and Placement on the County Tax Roll and Approve the Resolutions.

**CONTACT:** Jennifer Erwin, Assistant Director of Finance

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**BACKGROUND/DISCUSSION:**

The City of Perris formed Community Facilities Districts pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982. The City of Perris has the responsibility to levy and collect special taxes each year to meet debt service payments and other costs and expenses as authorized by section 53340 of the Government Code of the State of California, and to ensure that all covenants, terms and conditions of bonds are being observed. The annual resolution provides Riverside County the authorization to assess each parcel its share of assessment taxes for Fiscal Year 2016-17.

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**BUDGET (or FISCAL) IMPACT:**

Collected tax levies are transferred to the CFD bond trustee for payment of annual principal, interest, and administrative obligations. Such transactions are budgeted and accounted for in the City's Trust and Agency funds.

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Reviewed by: \_\_\_\_\_  
Assistant City Manager: Ron Carr *RC*

Consent

Attachments: Resolution of the City of Perris Establishing Annual Special Tax for Fiscal Year 2016-17 for the following Districts:

Community Facilities District 1-S  
Community Facilities District 88-1  
Community Facilities District 88-3  
Community Facilities District 90-1  
Community Facilities District 2014-2  
Community Facilities District 93-1R  
Community Facilities District 93-2  
Community Facilities District 2001-1 IA 1  
Community Facilities District 2001-1 IA 2  
Community Facilities District 2001-1 IA 3  
Community Facilities District 2001-1 IA 4

Community Facilities District 2001-1 IA 5  
Community Facilities District 2001-1 IA 6  
Community Facilities District 2001-1 IA 7  
Community Facilities District 2001-2  
Community Facilities District 2001-3  
Community Facilities District 2002-1  
Community Facilities District 2003-1  
Community Facilities District 2004-1  
Community Facilities District 2004-2  
Community Facilities District 2004-3 IA 1  
Community Facilities District 2004-3 IA 2  
Community Facilities District 2004-5  
Community Facilities District 2005-1 IA 3  
Community Facilities District 2005-1 IA 4  
Community Facilities District 2005-2  
Community Facilities District 2005-4  
Community Facilities District 2006-1  
Community Facilities District 2006-2  
Community Facilities District 2006-3  
Community Facilities District 2007-2  
Community Facilities District 2014-1 IA 1  
Community Facilities District 2014-1 IA 3

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION OF THE CITY OF PERRIS CITY COUNCIL  
ACTING AS THE LEGISLATIVE BODY OF THE  
COMMUNITY FACILITIES DISTRICT NOS. 1-S, 88-1, 88-3,  
90-1, 93-1R, 93-2, 2001-1 IA 1, 2001-1 IA 2, 2001-1 IA 3, 2001-1  
IA 4, 2001-1 IA 5, 2001-1 IA 6, 2001-1 IA 7, 2001-2, 2001-3,  
2002-1, 2003-1, 2004-1, 2004-2, 2004-3 IA 1, 2004-3 IA 2, 2004-  
5, 2005-1 IA 3, 2005-1 IA 4, 2005-2, 2005-4, 2006-1, 2006-2,  
2006-3, 2007-2, 2014-1 IA 1, 2014-1 IA3, 2014-2  
ESTABLISHING THE LEVY OF SPECIAL TAXES FOR  
FISCAL YEAR 2016/2017**

**WHEREAS**, the City Council of the City of Perris, California (hereinafter referred to as the "legislative body"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (these Community Facilities Districts shall hereinafter be referred to as "Districts"); and

**WHEREAS**, this legislative body, by Ordinance as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said Community Facilities Districts, and this legislative body is desirous to establish the specific rate of the special tax to be collected for the next fiscal year;

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

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

**Section 2.** That the specific rate of the special tax to be collected to pay for the costs and expenses for the next fiscal year 2016/2017 for the referenced Districts are hereby determined and established as set forth in the attached, referenced and incorporated Exhibits "A – GG".

**Section 3.** That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the Districts and are exempt from the requirements of Section XIII D of the California State Constitution (Proposition 218).

**Section 4.** That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

- A. Payment of principal of and interest on any outstanding authorized bonded indebtedness;
- B. Necessary replenishment of bond reserve funds or other reserve fund;
- C. Payment of costs and expenses of authorized public facilities and services;
- D. Repayment of advances and loans, if appropriate; and
- E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purpose.

**Section 5.** The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

**Section 6.** Monies above collected shall be paid into the Community Facilities Districts' funds, including any bond fund and reserve fund.

**Section 7.** The Auditor of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibits "A - GG."

**Section 8.** The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.



**ADOPTED, SIGNED** and **APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor, Daryl R. Busch

ATTEST:

\_\_\_\_\_  
City Clerk, Nancy Salazar

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

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the \_\_\_\_ day of \_\_\_\_\_, 2016, and that it was so adopted by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
City Clerk, Nancy Salazar

**EXHIBIT "A"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 1-S  
SOUTH PERRIS PUBLIC SERVICES CFD  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Maximum Special Tax Rate <sup>(1)</sup>	
		FY 2015/2016	FY 2016/2017
1 – Single Family Unit	Per Unit	\$374.06	\$381.54
2 – Multi Family Unit	Per Unit	\$187.03	\$190.77
3 – Non Residential	Per Acre	\$1,496.25	\$1,526.18

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

Land Use Class	Special Tax Rate Multiplier	FY 2016/2017	
		Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Single Family Unit	Per Unit	\$381.54	\$381.54
2 – Multi Family Unit	Per Unit	\$190.77	\$190.77
3 – Non Residential	Per Acre	\$1,526.18	\$1,526.18

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**EXHIBIT "B"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 88-1, TRIPLE CROWN RANCH  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Special Tax Rate Multiplier	FY 2015/2016		FY 2016/2017	
	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>
Per Square Footage	\$1,160,628.804	\$0.2632	\$1,183,896.460	\$0.2684

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1989.

(2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate.

For Fiscal Year 2016/2017, the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Resolution of Issuance and any supplemental Resolution thereto.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.

Special Tax Rate Multiplier	FY 2016/2017			
	Aggregate Maximum Special Tax <sup>(1)</sup>	Aggregate Proposed Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Proposed Special Tax Rate <sup>(2)</sup>
Per Square Footage	\$1,183,896.460	\$1,183,896.460	\$0.2684	\$0.2684

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1989.

(2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

**EXHIBIT "C"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 88-3  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Tax Rate Area	Special Tax Rate Multiplier	FY 2015/2016		FY 2016/2017	
		Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>
Tax Rate Area 1	Per Square Footage	\$607,566.24	\$0.2415	\$619,717.56	\$0.2465
Tax Rate Area 2	Per Square Footage	\$327,414.96	\$0.3139	\$333,963.26	\$0.3202
Tax Rate Area 3	Per Square Footage	\$394,290.77	\$0.2163	\$402,176.59	\$0.2206

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1989.  
 (2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate.

For Fiscal Year 2016/2017, the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Resolution of Issuance and any supplemental Resolution thereto.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.

Tax Rate Area	Special Tax Rate Multiplier	FY 2016/2017			
		Aggregate Maximum Special Tax <sup>(1)</sup>	Aggregate Proposed Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Proposed Special Tax Rate <sup>(2)</sup>
Tax Rate Area 1	Per Square Footage	\$619,717.56	\$619,717.56	\$0.2465	\$0.2465
Tax Rate Area 2	Per Square Footage	\$333,963.26	\$333,963.26	\$0.3202	\$0.3202
Tax Rate Area 3	Per Square Footage	\$402,176.59	\$402,176.59	\$0.2206	\$0.2206

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1989.  
 (2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

**EXHIBIT "D"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 90-1  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Tax Rate Area	Special Tax Rate Multiplier	FY 2015/2016		FY 2016/2017	
		Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>
Tax Rate Area 1	Per Square Footage	\$368,151.98	\$0.3441	\$375,515.02	\$0.3510
Tax Rate Area 3	Per Square Footage	\$368,151.98	\$0.2390	\$375,515.02	\$0.2438

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1990.

(2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate.

For Fiscal Year 2016/2017 the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Resolution of Issuance and any supplemental Resolution thereto.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.

Tax Rate Area	Special Tax Rate Multiplier	FY 2016/2017			
		Aggregate Maximum Special Tax <sup>(1)</sup>	Aggregate Proposed Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Proposed Special Tax Rate <sup>(2)</sup>
Tax Rate Area 1	Per Square Footage	\$375,515.02	\$375,515.02	\$0.3510	\$0.3510
Tax Rate Area 3	Per Square Footage	\$375,515.02	\$375,515.02	\$0.2438	\$0.2438

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1990.

(2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

**EXHIBIT "E"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-2, PERRIS VALLEY SPECTRUM  
FISCAL YEAR 2015/2016 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Special Tax Rate Multiplier	FY 2015/2016		FY 2016/2017	
	Aggregate Maximum Special Tax	Maximum Special Tax Rate	Aggregate Maximum Special Tax	Maximum Special Tax Rate
Per Square Footage	\$624,587	\$0.2645	\$624,587	\$0.2645

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate.

**For Fiscal Year 2016/2017, the Annual Costs will be determined.**

**In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Administration Agreement and any amendment thereto; (v) less the Agency Contribution for such fiscal year.**

**Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.**

Special Tax Rate Multiplier	FY 2016/2017			
	Aggregate Maximum Special Tax	Aggregate Proposed Special Tax	Maximum Special Tax Rate	Proposed Special Tax Rate
Per Square Footage	\$624,587	\$624,587	\$0.2645	\$0.2645

**EXHIBIT "F"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 93-1R, MAY RANCH  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	FY 2015/2016		FY 2016/2017	
		Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>
Developed - Residential	Per Square Footage	\$766,646.59	\$0.2367	\$781,979.52	\$0.2415

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003. There exists also, a Backup Maximum Special Tax base rate of \$0.2013 per square foot with a 2% inflator beginning July 1, 2003.
- (2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate.

**For Fiscal Year 2016/2017, the Annual Costs will be determined.**

**In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Administration Agreement and any amendment thereto.**

**Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "F"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 93-1R, MAY RANCH  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	FY 2016/2017			
		Aggregate Maximum Special Tax <sup>(1)</sup>	Aggregate Proposed Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Proposed Special Tax Rate <sup>(2)</sup>
Developed - Residential	Per Square Footage	\$781,979.52	\$781,979.52	\$0.2415	\$0.2415

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003. There exists also, a Backup Maximum Special Tax base rate of \$0.2013 per square foot with a 2% inflator beginning July 1, 2003.
- (2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.



**EXHIBIT "G"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 93-2 REVISED, PERRIS PLAZA  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Zone	Special Tax Rate Multiplier	FY 2015/2016	FY 2016/2017
		Maximum Special Tax Rate	Maximum Special Tax Rate
<b>Developed</b>			
Zone A	Per Acre	\$28,104.00	\$28,104.00
Zone B	Per Acre	\$16,570.00	\$16,570.00
<b>Undeveloped</b>			
Zone A	Per Acre	\$8,860.00	\$8,860.00
Zone B	Per Acre	N/A	N/A

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate.

**For Fiscal Year 2016/2017, the Annual Costs will be determined.**

**In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Administration Agreement and any amendment thereto; (v) less the Agency Contribution for such fiscal year.**

**Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs in the following manner: First, proportionately on each developed Parcel in Zone B in an amount equal to 100% of the Maximum Special Tax Rate listed below; second, proportionately on each developed Parcel in Zone A up to 100% of the Maximum Special Tax Rate listed below; third, if additional monies are needed, the Special Tax shall be levied proportionately on each Assessor's Parcel of Zone A undeveloped property up to 100% of the Maximum Special Tax listed below.**

**EXHIBIT "G"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 93-2 REVISED, PERRIS PLAZA  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Zone	Special Tax Rate Multiplier	FY 2016/2017	FY 2016/2017
		Maximum Special Tax Rate	Proposed Special Tax Rate
<b>Developed</b>			
Zone A	Per Acre	\$28,104.00	\$28,104.00
Zone B	Per Acre	\$16,570.00	\$16,570.00
<b>Undeveloped</b>			
Zone A	Per Acre	\$8,860.00	\$8,860.00
Zone B	Per Acre	N/A	N/A

**EXHIBIT "H"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Maximum Special Tax Rate <sup>(1)</sup>	
		FY 2015/2016	FY 2016/2017
1 - Residential	Per Unit	\$1,552.32	\$1,583.37

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "H"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>FY 2016/2017</b>	
		<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
<b>1 – Residential</b>	<b>Per Unit</b>	<b>\$1,583.37</b>	<b>\$1,583.37</b>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "I"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,101	\$1,267.73	\$1,293.08
2 – Residential	Per Unit	2,101 to 2,400	\$1,411.32	\$1,439.55
3 – Residential	Per Unit	2,401 to 2,700	\$1,492.82	\$1,522.67
4 – Residential	Per Unit	2,701 to 3,000	\$1,626.06	\$1,658.58
5 – Residential	Per Unit	Greater than 3,000	\$1,769.65	\$1,805.04

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "I"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,101	\$1,293.08	\$1,293.08
2 – Residential	Per Unit	2,101 to 2,400	\$1,439.55	\$1,439.55
3 – Residential	Per Unit	2,401 to 2,700	\$1,522.67	\$1,522.67
4 – Residential	Per Unit	2,701 to 3,000	\$1,658.58	\$1,658.58
5 – Residential	Per Unit	Greater than 3,000	\$1,805.04	\$1,805.04

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "J"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 1,501	\$878.35	\$895.92
2 – Residential	Per Unit	1,501 to 1,800	\$959.85	\$979.05
3 – Residential	Per Unit	1,801 to 2,100	\$1,093.09	\$1,114.96
4 – Residential	Per Unit	2,101 to 2,400	\$1,226.33	\$1,250.86
5 – Residential	Per Unit	2,401 to 2,700	\$1,369.92	\$1,397.32
6 – Residential	Per Unit	Greater than 2,700	\$1,534.21	\$1,564.90

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "J"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,501	\$895.92	\$895.92
2 – Residential	Per Unit	1,501 to 1,800	\$979.05	\$979.05
3 – Residential	Per Unit	1,801 to 2,100	\$1,114.96	\$1,114.96
4 – Residential	Per Unit	2,101 to 2,400	\$1,250.86	\$1,250.86
5 – Residential	Per Unit	2,401 to 2,700	\$1,397.32	\$1,397.32
6 – Residential	Per Unit	Greater than 2,700	\$1,564.90	\$1,564.90

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.



**EXHIBIT "K"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 1,801	\$2,458.15	\$2,507.31
2 – Residential	Per Unit	1,801 to 2,100	\$2,648.38	\$2,701.35
3 – Residential	Per Unit	2,101 to 2,400	\$2,827.43	\$2,883.98
4 – Residential	Per Unit	2,401 to 2,700	\$2,997.77	\$3,057.73
5 – Residential	Per Unit	2,701 to 3,000	\$3,416.79	\$3,485.12
6 – Residential	Per Unit	Greater than 3,000	\$3,782.34	\$3,857.99

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "K"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,801	\$2,507.31	\$2,507.31
2 – Residential	Per Unit	1,801 to 2,100	\$2,701.35	\$2,701.35
3 – Residential	Per Unit	2,101 to 2,400	\$2,883.98	\$2,883.98
4 – Residential	Per Unit	2,401 to 2,700	\$3,057.73	\$3,057.73
5 – Residential	Per Unit	2,701 to 3,000	\$3,485.12	\$3,485.12
6 – Residential	Per Unit	Greater than 3,000	\$3,857.99	\$3,857.99

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "L"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 5  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,400	\$3,429.22	\$3,497.81
2 – Residential	Per Unit	2,401 to 2,700	\$3,750.01	\$3,825.01
3 – Residential	Per Unit	2,701 to 3,000	\$3,750.01	\$3,825.01
4 – Residential	Per Unit	3,001 to 3,300	\$3,920.35	\$3,998.76
5 – Residential	Per Unit	Greater than 3,300	\$4,203.84	\$4,287.92

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "L"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 5  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,400	\$3,497.81	\$3,497.81
2 – Residential	Per Unit	2,401 to 2,700	\$3,825.01	\$3,825.01
3 – Residential	Per Unit	2,701 to 3,000	\$3,825.01	\$3,825.01
4 – Residential	Per Unit	3,001 to 3,300	\$3,998.76	\$3,998.76
5 – Residential	Per Unit	Greater than 3,300	\$4,287.92	\$4,287.92

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "M"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 6  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	1,900 or less	\$2,808.46	\$2,864.63
2 – Residential	Per Unit	1,901 to 2,200	\$2,940.86	\$2,999.68
3 – Residential	Per Unit	2,201 to 2,500	\$3,072.09	\$3,133.53
4 – Residential	Per Unit	2,501 to 2,800	\$3,254.87	\$3,319.96
5 – Residential	Per Unit	2,801 or greater	\$3,369.69	\$3,437.08

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	1,900 or less	\$2,316.37	\$2,362.69
2 – Residential	Per Unit	1,901 to 2,200	\$2,431.19	\$2,479.81
3 – Residential	Per Unit	2,201 to 2,600	\$2,522.58	\$2,573.03
4 – Residential	Per Unit	2,601 to 2,800	\$3,541.92	\$3,612.76
5 – Residential	Per Unit	2,801 or greater	\$3,656.74	\$3,729.88

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "M"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 6  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.**

**EXHIBIT "M"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 6  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	1,900 or less	\$2,864.63	\$2,864.63
2 – Residential	Per Unit	1,901 to 2,200	\$2,999.68	\$2,999.68
3 – Residential	Per Unit	2,201 to 2,500	\$3,133.53	\$3,133.53
4 – Residential	Per Unit	2,501 to 2,800	\$3,319.96	\$3,319.96
5 – Residential	Per Unit	2,801 or greater	\$3,437.08	\$3,437.08

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	1,900 or less	\$2,362.69	\$2,362.69
2 – Residential	Per Unit	1,901 to 2,200	\$2,479.81	\$2,479.81
3 – Residential	Per Unit	2,201 to 2,600	\$2,573.03	\$2,573.03
4 – Residential	Per Unit	2,601 to 2,800	\$3,612.76	\$3,612.76
5 – Residential	Per Unit	2,801 or greater	\$3,729.88	\$3,729.88

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "N"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 7  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	1,800 or less	\$2,359.92	\$2,407.12
2 – Residential	Per Unit	1,801 to 2,100	\$2,409.65	\$2,457.85
3 – Residential	Per Unit	2,101 to 2,400	\$2,603.62	\$2,655.69
4 – Residential	Per Unit	2,401 to 2,700	\$3,068.64	\$3,130.02
5 – Residential	Per Unit	2,701 to 3,000	\$3,537.40	\$3,608.14
6 – Residential	Per Unit	3,001 or greater	\$3,781.10	\$3,856.72

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**



**EXHIBIT "N"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 7  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	1,800 or less	\$2,407.12	\$2,407.12
2 – Residential	Per Unit	1,801 to 2,100	\$2,457.85	\$2,457.85
3 – Residential	Per Unit	2,101 to 2,400	\$2,655.69	\$2,655.69
4 – Residential	Per Unit	2,401 to 2,700	\$3,130.02	\$3,130.02
5 – Residential	Per Unit	2,701 to 3,000	\$3,608.14	\$3,608.14
6 – Residential	Per Unit	3,001 or greater	\$3,856.72	\$3,856.72

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "O"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-2, VILLAGES OF AVALON  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Residential Floor Area (Sq Ft)	FY 2015/2016		FY 2016/2017	
		Maximum Special Tax Rate Per Unit/Acre	Maximum Public Safety CFD Special Tax Per Unit/Acre	Maximum Special Tax Rate Per Unit/Acre <sup>(1)</sup>	Maximum Public Safety CFD Special Tax Per Unit/Acre <sup>(1)(2)</sup>
1 – Residential	Greater than 2,250	\$2,027.08	\$323.40	\$2,067.62	\$329.87
2 – Residential	1,600 to 2,250	\$1,781.29	\$323.40	\$1,816.92	\$329.87
3 – Residential	Less than 1,600	\$1,497.99	\$323.40	\$1,527.95	\$329.87
4 – Non-Residential (Acres)	N/A	\$12,060.29	\$1,293.60	\$12,301.50	\$1,319.48
5 – Undeveloped	N/A	\$12,060.29	N/A	\$12,301.50	N/A

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Assigned and Public Safety CFD Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year beginning July 1, 2003.
- (2) The CFD Special Tax Rate per unit for Residential Developed Property or per acre for Non-Residential Developed Property is applied as a credit for all Developed Properties in CFD 2001-2, Villages of Avalon.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "O"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-2, VILLAGES OF AVALON  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Residential Floor Area (Sq Ft)	FY 2016/2017			
		Maximum Special Tax Rate Per Unit/Acre	Maximum Public Safety CFD Special Tax Per Unit/Acre	Proposed Special Tax Rate Per Unit/Acre (1)	Proposed Public Safety CFD Special Tax Per Unit/Acre (1)(2)
1 – Residential	Greater than 2,250	\$2,067.62	\$329.87	\$2,067.62	\$329.87
2 – Residential	1,600 to 2,250	\$1,816.92	\$329.87	\$1,816.92	\$329.87
3 – Residential	Less than 1,600	\$1,527.95	\$329.87	\$1,527.95	\$329.87
4 – Non-Residential (Acres)	N/A	\$12,301.50	\$1,319.48	\$12,301.50	\$1,319.48
5– Undeveloped	N/A	\$12,301.50	N/A	\$12,301.50	N/A

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.
- (2) The CFD Special Tax Rate per unit for Residential Developed Property or per acre for Non-Residential Developed Property is applied as a credit for all Developed Properties in CFD 2001-2, Villages of Avalon.

**EXHIBIT "P"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-3  
NORTH PERRIS PUBLIC SAFETY CFD  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Maximum Special Tax Rate <sup>(1)</sup>	
		FY 2015/2016	FY 2016/2017
1 – Single Family Unit	Per Unit	\$323.40	\$329.87
2 – Multi Family Unit	Per Unit	\$64.68	\$65.97
3 – Non Residential	Per Acre	\$1,293.60	\$1,319.47

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

Land Use Class	Special Tax Rate Multiplier	FY 2016/2017	
		Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Single Family Unit	Per Unit	\$329.87	\$329.87
2 – Multi Family Unit	Per Unit	\$65.97	\$65.97
3 – Non Residential	Per Acre	\$1,319.47	\$1,319.47

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

## EXHIBIT "Q"

### CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2002-1, WILLOWBROOK FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY

#### 1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Greater than 2,749	\$1,988.27	\$2,028.03
2 – Residential	Per Unit	2,500 to 2,749	\$1,798.11	\$1,834.07
3 – Residential	Per Unit	2,250 to 2,499	\$1,745.07	\$1,779.97
4 – Residential	Per Unit	2,000 to 2,249	\$1,607.95	\$1,640.11
5 – Residential	Per Unit	1,750 to 1,999	\$1,554.91	\$1,586.01
6 – Residential	Per Unit	1,500 to 1,749	\$1,438.49	\$1,467.26
7 – Residential	Per Unit	Less than 1,500	\$1,270.32	\$1,295.72

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

#### 2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "Q"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2002-1, WILLOWBROOK  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,749	\$2,028.03	\$2,028.03
2 – Residential	Per Unit	2,500 to 2,749	\$1,834.07	\$1,834.07
3 – Residential	Per Unit	2,250 to 2,499	\$1,779.97	\$1,779.97
4 – Residential	Per Unit	2,000 to 2,249	\$1,640.11	\$1,640.11
5 – Residential	Per Unit	1,750 to 1,999	\$1,586.01	\$1,586.01
6 – Residential	Per Unit	1,500 to 1,749	\$1,467.26	\$1,467.26
7 – Residential	Per Unit	Less than 1,500	\$1,295.72	\$1,295.72

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "R"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2003-1, CHAPARRAL RIDGE  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,400	\$2,023.79	\$2,064.27
2 – Residential	Per Unit	2,400 to 2,599	\$2,176.30	\$2,219.82
3 – Residential	Per Unit	2,600 to 2,799	\$2,260.26	\$2,305.46
4 – Residential	Per Unit	Greater than 2,799	\$2,345.23	\$2,392.13

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2004.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "R"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2003-1, CHAPARRAL RIDGE  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,400	\$2,064.27	\$2,064.27
2 – Residential	Per Unit	2,400 to 2,599	\$2,219.82	\$2,219.82
3 – Residential	Per Unit	2,600 to 2,799	\$2,305.46	\$2,305.46
4 – Residential	Per Unit	Greater than 2,799	\$2,392.13	\$2,392.13

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2004.



**EXHIBIT "S"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-1, AMBER OAKS  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Greater than 2,000	\$2,157.25	\$2,200.40
2 – Residential	Per Unit	1,500 to 2,000	\$1,975.72	\$2,015.23
3 – Residential	Per Unit	Less than 1,500	\$1,829.00	\$1,865.58

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "S"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-1, AMBER OAKS  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,000	\$2,200.40	\$2,200.40
2 – Residential	Per Unit	1,500 to 2,000	\$2,015.23	\$2,015.23
3 – Residential	Per Unit	Less than 1,500	\$1,865.58	\$1,865.58

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "T"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-2  
CORMAN LEIGH COMMUNITIES  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Greater than 2,749	\$2,500.55	\$2,550.56
2 – Residential	Per Unit	2,500 to 2,749	\$2,253.40	\$2,298.47
3 – Residential	Per Unit	2,250 to 2,499	\$2,129.82	\$2,172.42
4 – Residential	Per Unit	2,000 to 2,249	\$2,006.24	\$2,046.37
5 – Residential	Per Unit	1,750 to 1,999	\$1,870.30	\$1,907.71
6 – Residential	Per Unit	Less than 1,750	\$1,709.65	\$1,743.84

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "T"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-2  
CORMAN LEIGH COMMUNITIES  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,749	\$2,550.56	\$2,550.56
2 – Residential	Per Unit	2,500 to 2,749	\$2,298.47	\$2,298.47
3 – Residential	Per Unit	2,250 to 2,499	\$2,172.42	\$2,172.42
4 – Residential	Per Unit	2,000 to 2,249	\$2,046.37	\$2,046.37
5 – Residential	Per Unit	1,750 to 1,999	\$1,907.71	\$1,907.71
6 – Residential	Per Unit	Less than 1,750	\$1,743.84	\$1,743.84

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "U"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 1,801	\$1,891.17	\$1,928.99
2 – Residential	Per Unit	1,801 to 2,100	\$2,042.86	\$2,083.72
3 – Residential	Per Unit	2,101 to 2,400	\$2,195.79	\$2,239.71
4 – Residential	Per Unit	2,401 to 2,700	\$2,589.94	\$2,641.74
5 – Residential	Per Unit	2,701 to 3,000	\$2,841.11	\$2,897.93
6 – Residential	Per Unit	3,001 to 3,300	\$2,943.06	\$3,001.92
7 – Residential	Per Unit	Greater than 3,300	\$3,348.40	\$3,415.37

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "U"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,801	\$1,928.99	\$1,928.99
2 – Residential	Per Unit	1,801 to 21`00	\$2,083.72	\$2,083.72
3 – Residential	Per Unit	2,101 to 2,400	\$2,239.71	\$2,239.71
4 – Residential	Per Unit	2,401 to 2,700	\$2,641.74	\$2,641.74
5 – Residential	Per Unit	2,701 to 3,000	\$2,897.93	\$2,897.93
6 – Residential	Per Unit	3,001 to 3,300	\$3,001.92	\$3,001.92
7 – Residential	Per Unit	Greater than 3,300	\$3,415.37	\$3,415.37

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "V"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,401	\$2,321.38	\$2,367.80
2 – Residential	Per Unit	2,401 to 2,700	\$2,524.05	\$2,574.53
3 – Residential	Per Unit	2,701 to 3,000	\$2,676.98	\$2,730.52
4 – Residential	Per Unit	3,001 to 3,300	\$2,879.65	\$2,937.24
5 – Residential	Per Unit	Greater than 3,300	\$3,348.40	\$3,415.37
6 – Non Residential	Per Acre	N/A	\$15,545.90	\$15,856.82
7 – Undeveloped	Per Acre	N/A	\$15,545.90	\$15,856.82

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "V"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,401	\$2,367.80	\$2,367.80
2 – Residential	Per Unit	2,401 to 2,700	\$2,574.53	\$2,574.53
3 – Residential	Per Unit	2,701 to 3,000	\$2,730.52	\$2,730.52
4 – Residential	Per Unit	3,001 to 3,300	\$2,937.24	\$2,937.24
5 – Residential	Per Unit	Greater than 3,300	\$3,415.37	\$3,415.37
6 – Non Residential	Per Acre	N/A	\$15,856.82	\$15,856.82
7 – Undeveloped	Per Acre	N/A	\$15,856.82	\$15,856.82

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.



**EXHIBIT "W"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-5, AMBER OAKS II  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Greater than 2,199	\$1,827.27	\$1,863.81
2 – Residential	Per Unit	1,800 to 2,199	\$1,767.54	\$1,802.89
3 – Residential	Per Unit	1,501 to 1,799	\$1,649.29	\$1,682.28
4 – Residential	Per Unit	Less than 1,501	\$1,470.10	\$1,499.50

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "W"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-5, AMBER OAKS II  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,199	\$1,863.81	\$1,863.81
2 – Residential	Per Unit	1,800 to 2,199	\$1,802.89	\$1,802.89
3 – Residential	Per Unit	1,501 to 1,799	\$1,682.28	\$1,682.28
4 – Residential	Per Unit	Less than 1,501	\$1,499.50	\$1,499.50

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**EXHIBIT "X"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,201	\$2,376.12	\$2,423.64
2 – Residential	Per Unit	2,201 to 2,400	\$2,603.42	\$2,655.49
3 – Residential	Per Unit	2,401 to 2,600	\$2,888.14	\$2,945.90
4 – Residential	Per Unit	2,601 to 2,800	\$2,945.55	\$3,004.46
5 – Residential	Per Unit	2,801 to 3,000	\$3,115.44	\$3,177.75
6 – Residential	Per Unit	3,001 to 3,200	\$3,195.11	\$3,259.07
7 – Residential	Per Unit	Greater than 3,200	\$3,377.89	\$3,445.45

<sup>(1)</sup> In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "X"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,201	\$2,423.64	\$2,423.64
2 – Residential	Per Unit	2,201 to 2,400	\$2,655.49	\$2,655.49
3 – Residential	Per Unit	2,401 to 2,600	\$2,945.90	\$2,945.90
4 – Residential	Per Unit	2,601 to 2,800	\$3,004.46	\$3,004.46
5 – Residential	Per Unit	2,801 to 3,000	\$3,177.75	\$3,177.75
6 – Residential	Per Unit	3,001 to 3,200	\$3,259.07	\$3,259.07
7 – Residential	Per Unit	Greater than 3,200	\$3,445.45	\$3,445.45

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT “Y”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,500	\$2,864.70	\$2,922.00
2 – Residential	Per Unit	2,500 to 2,800	\$3,219.72	\$3,284.11
3 – Residential	Per Unit	2,801 to 3,100	\$3,380.23	\$3,447.84
4 – Residential	Per Unit	3,101 to 3,400	\$3,608.71	\$3,680.88
5 – Residential	Per Unit	Greater than 3,400	\$3,791.49	\$3,867.32

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "Y"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,500	\$2,922.00	\$2,922.00
2 – Residential	Per Unit	2,500 to 2,800	\$3,284.11	\$3,284.11
3 – Residential	Per Unit	2,801 to 3,100	\$3,447.84	\$3,447.84
4 – Residential	Per Unit	3,101 to 3,400	\$3,680.88	\$3,680.88
5 – Residential	Per Unit	Greater than 3,400	\$3,867.32	\$3,867.32

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "Z"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-2, HARMONY GROVE  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

**Zone A**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,800	\$2,270.98	\$2,316.40
2 – Residential	Per Unit	2,800 to 2,999	\$2,486.74	\$2,536.48
3 – Residential	Per Unit	3,000 to 3,199	\$2,737.86	\$2,792.61
4 – Residential	Per Unit	3,200 to 3,399	\$2,906.08	\$2,964.20
5 – Residential	Per Unit	Greater than 3,399	\$3,145.00	\$3,207.90

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**Zone B**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 3,200	\$3,504.60	\$3,574.70
2 – Residential	Per Unit	3,200 to 3,399	\$3,683.80	\$3,757.47
3 – Residential	Per Unit	3,400 to 3,799	\$3,804.48	\$3,880.57
4 – Residential	Per Unit	3,800 to 3,999	\$4,103.13	\$4,185.19
5 – Residential	Per Unit	Greater than 3,999	\$4,343.27	\$4,430.14

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit**

**EXHIBIT "Z"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-2, HARMONY GROVE  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**Zone A**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,800	\$2,316.40	\$2,316.40
2 – Residential	Per Unit	2,800 to 2,999	\$2,536.48	\$2,536.48
3 – Residential	Per Unit	3,000 to 3,199	\$2,792.61	\$2,792.61
4 – Residential	Per Unit	3,200 to 3,399	\$2,964.20	\$2,964.20
5 – Residential	Per Unit	Greater than 3,399	\$3,207.90	\$3,207.90

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**Zone B**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 3,200	\$3,574.70	\$3,574.70
2 – Residential	Per Unit	3,200 to 3,399	\$3,757.47	\$3,757.47
3 – Residential	Per Unit	3,400 to 3,799	\$3,880.57	\$3,880.57
4 – Residential	Per Unit	3,800 to 3,999	\$4,185.19	\$4,185.19
5 – Residential	Per Unit	Greater than 3,999	\$4,430.14	\$4,430.14

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.



**EXHIBIT "AA"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-4, STRATFORD RANCH  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,176	\$2,559.88	\$2,611.08
2 – Residential	Per Unit	2,176 to 2,475	\$2,979.36	\$3,038.95
3 – Residential	Per Unit	2,476 to 2,775	\$3,010.43	\$3,070.64
4 – Residential	Per Unit	2,776 to 3,075	\$3,168.19	\$3,231.55
5 – Residential	Per Unit	3,076 to 3,375	\$3,377.33	\$3,444.87
6 – Residential	Per Unit	Greater than 3,375	\$4,078.85	\$4,160.42
7 – Non-Residential	Per Acre	N/A	\$18,745.02	\$19,119.92
8 – Undeveloped	Per Acre	N/A	\$18,745.02	\$19,119.92

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "AA"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-4, STRATFORD RANCH  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,176	\$2,611.08	\$2,611.08
2 – Residential	Per Unit	2,176 to 2,475	\$3,038.95	\$3,038.95
3 – Residential	Per Unit	2,476 to 2,775	\$3,070.64	\$3,070.64
4 – Residential	Per Unit	2,776 to 3,075	\$3,231.55	\$3,231.55
5 – Residential	Per Unit	3,076 to 3,375	\$3,444.87	\$3,444.87
6 – Residential	Per Unit	Greater than 3,375	\$4,160.42	\$4,160.42
7 – Non-Residential	Per Acre	N/A	\$19,119.92	\$19,119.92
8 – Undeveloped	Per Acre	N/A	\$19,119.92	\$19,119.92

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**EXHIBIT "BB"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-1, MERITAGE HOMES  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,300	\$2,932.75	\$2,991.41
2 – Residential	Per Unit	2,300 to 2,600	\$3,089.31	\$3,151.10
3 – Residential	Per Unit	Greater than 2,600	\$3,235.11	\$3,299.81
4 – Undeveloped	Per Acre	N/A	\$20,326.13	\$20,732.65

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "BB"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-1, MERITAGE HOMES  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,300	\$2,991.41	\$2,991.41
2 – Residential	Per Unit	2,300 to 2,600	\$3,151.10	\$3,151.10
3 – Residential	Per Unit	Greater than 2,600	\$3,299.81	\$3,299.81
4 – Undeveloped	Per Acre	N/A	\$20,732.65	\$20,732.65

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**EXHIBIT "CC"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-2  
MONUMENT PARK ESTATES  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 1,801	\$2,476.88	\$2,526.42
2 – Residential	Per Unit	1,801 to 2,000	\$2,704.19	\$2,758.27
3 – Residential	Per Unit	2,001 to 2,200	\$2,886.96	\$2,944.70
4 – Residential	Per Unit	2,201 to 2,400	\$3,000.62	\$3,060.63
5 – Residential	Per Unit	2,401 to 2,600	\$3,114.27	\$3,176.55
6 – Residential	Per Unit	Greater than 2,600	\$3,307.59	\$3,373.74
7 – Undeveloped	Per Acre	N/A	\$17,421.40	\$17,769.83

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**EXHIBIT "CC"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-2  
MONUMENT PARK ESTATES  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,801	\$2,526.42	\$2,526.42
2 – Residential	Per Unit	1,801 to 2,000	\$2,758.27	\$2,758.27
3 – Residential	Per Unit	2,001 to 2,200	\$2,944.70	\$2,944.70
4 – Residential	Per Unit	2,201 to 2,400	\$3,060.63	\$3,060.63
5 – Residential	Per Unit	2,401 to 2,600	\$3,176.55	\$3,176.55
6 – Residential	Per Unit	Greater than 2,600	\$3,373.74	\$3,373.74
7 – Undeveloped	Per Acre	N/A	\$17,769.83	\$17,769.83

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "DD"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-3, ALDER  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,000	\$2,563.59	\$2,614.86
2 – Residential	Per Unit	2,000 to 2,199	\$2,794.40	\$2,850.29
3 – Residential	Per Unit	2,200 to 2,399	\$2,909.23	\$2,967.41
4 – Residential	Per Unit	2,400 to 2,599	\$3,024.05	\$3,084.53
5 – Residential	Per Unit	2,600 to 2,799	\$3,128.33	\$3,190.89
6 – Residential	Per Unit	2,800 and Greater	\$3,323.99	\$3,390.47
7 – Undeveloped	Per Acre	N/A	\$16,746.52	\$17,081.45

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "DD"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-3, ALDER  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,750	\$2,614.86	\$2,614.86
2 – Residential	Per Unit	2,500 to 2,749	\$2,850.29	\$2,850.29
3 – Residential	Per Unit	2,250 to 2,499	\$2,967.41	\$2,967.41
4 – Residential	Per Unit	2,000 to 2,249	\$3,084.53	\$3,084.53
5 – Residential	Per Unit	1,750 to 1,999	\$3,190.89	\$3,190.89
6 – Residential	Per Unit	2,800 and Greater	\$3,390.47	\$3,390.47
7 – Undeveloped	Per Acre	N/A	\$17,081.45	\$17,081.45

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.



**EXHIBIT "EE"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,200	\$2,417.98	\$2,466.34
2 – Residential	Per Unit	2,200 to 2,499	\$2,698.26	\$2,752.22
3 – Residential	Per Unit	2,500 to 2,799	\$2,971.65	\$3,031.08
4 – Residential	Per Unit	2,800 to 3,099	\$3,149.69	\$3,212.69
5 – Residential	Per Unit	3,100 to 3,399	\$3,359.90	\$3,427.10
6 – Residential	Per Unit	3,400 to 3,699	\$3,537.95	\$3,608.71
7 – Residential	Per Unit	3,700 and Greater	\$3,715.99	\$3,790.31
8 – Undeveloped	Per Acre	N/A	\$19,844.69	\$20,241.58

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Less than 2,200	\$2,527.10	\$2,577.65
2 – Residential	Per Unit	2,200 to 2,499	\$2,816.57	\$2,872.90
3 – Residential	Per Unit	2,500 to 2,799	\$3,098.00	\$3,159.96
4 – Residential	Per Unit	2,800 to 3,099	\$3,282.94	\$3,348.60
5 – Residential	Per Unit	3,100 to 3,399	\$3,500.04	\$3,570.04
6 – Residential	Per Unit	3,400 to 3,699	\$3,684.98	\$3,758.68
7 – Residential	Per Unit	3,700 and Greater	\$3,868.77	\$3,946.14
8 – Undeveloped	Per Acre	N/A	\$20,495.99	\$20,905.91

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.

**EXHIBIT "EE"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,200	\$2,466.34	\$2,466.34
2 – Residential	Per Unit	2,200 to 2,499	\$2,752.22	\$2,752.22
3 – Residential	Per Unit	2,500 to 2,799	\$3,031.08	\$3,031.08
4 – Residential	Per Unit	2,800 to 3,099	\$3,212.69	\$3,212.69
5 – Residential	Per Unit	3,100 to 3,399	\$3,427.10	\$3,427.10
6 – Residential	Per Unit	3,400 to 3,699	\$3,608.71	\$3,608.71
7 – Residential	Per Unit	3,700 and Greater	\$3,790.31	\$3,790.31
8 – Undeveloped	Per Acre	N/A	\$20,241.58	\$20,241.58

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.

**EXHIBIT "EE"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,200	\$2,577.65	\$2,577.65
2 – Residential	Per Unit	2,200 to 2,499	\$2,872.90	\$2,872.90
3 – Residential	Per Unit	2,500 to 2,799	\$3,159.96	\$3,159.96
4 – Residential	Per Unit	2,800 to 3,099	\$3,348.60	\$3,348.60
5 – Residential	Per Unit	3,100 to 3,399	\$3,570.04	\$3,570.04
6 – Residential	Per Unit	3,400 to 3,699	\$3,758.68	\$3,758.68
7 – Residential	Per Unit	3,700 and Greater	\$3,946.14	\$3,946.14
8 – Undeveloped	Per Acre	N/A	\$20,905.91	\$20,905.91

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.

**EXHIBIT "FF"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Greater than 3,150	\$1,711.00	\$1,745.22
2 – Residential	Per Unit	2,951 to 3,150	\$1,523.00	\$1,553.46
3 – Residential	Per Unit	2,751 to 2,950	\$1,486.00	\$1,515.72
4 – Residential	Per Unit	2,551 to 2,750	\$1,369.00	\$1,396.38
5 – Residential	Per Unit	2,351 to 2,550	\$1,306.00	\$1,332.12
6 – Residential	Per Unit	2,151 to 2,350	\$1,206.00	\$1,230.12
7 – Residential	Per Unit	1,951 to 2,150	\$1,106.00	\$1,128.12
8 – Residential	Per Unit	1,751 to 1,950	\$969.00	\$988.38
9 – Residential	Per Unit	Less than 1,750	\$802.00	\$818.04
10 – Undeveloped	Per Acre	N/A	\$7,960.00	\$8,119.20

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**EXHIBIT "FF"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 3,150	\$1,745.22	\$1,745.22
2 – Residential	Per Unit	2,951 to 3,150	\$1,553.46	\$1,553.46
3 – Residential	Per Unit	2,751 to 2,950	\$1,515.72	\$1,515.72
4 – Residential	Per Unit	2,551 to 2,750	\$1,396.38	\$1,396.38
5 – Residential	Per Unit	2,351 to 2,550	\$1,332.12	\$1,332.12
6 – Residential	Per Unit	2,151 to 2,350	\$1,230.12	\$1,230.12
7 – Residential	Per Unit	1,951 to 2,150	\$1,128.12	\$1,128.12
8 – Residential	Per Unit	1,751 to 1,950	\$988.38	\$988.38
9 – Residential	Per Unit	Less than 1,750	\$818.04	\$818.04
10 – Undeveloped	Per Acre	N/A	\$8,119.20	\$8,119.20

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**EXHIBIT "GG"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2016/2017 Maximum Special Tax Rate as compared to Fiscal Year 2015/2016 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2015/2016	FY 2016/2017
1 – Residential	Per Unit	Greater than 3,150	\$1,711.00	\$1,745.22
2 – Residential	Per Unit	2,951 to 3,150	\$1,523.00	\$1,553.46
3 – Residential	Per Unit	2,751 to 2,950	\$1,486.00	\$1,515.72
4 – Residential	Per Unit	2,551 to 2,750	\$1,369.00	\$1,396.38
5 – Residential	Per Unit	2,351 to 2,550	\$1,306.00	\$1,332.12
6 – Residential	Per Unit	2,151 to 2,350	\$1,206.00	\$1,230.12
7 – Residential	Per Unit	1,951 to 2,150	\$1,106.00	\$1,128.12
8 – Residential	Per Unit	1,751 to 1,950	\$969.00	\$988.38
9 – Residential	Per Unit	Less than 1,750	\$802.00	\$818.04
10 – Undeveloped	Per Acre	N/A	\$7,692.00	\$7,845.84

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2016/2017 Proposed Special Tax Rate to the Fiscal Year 2016/2017 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2016/2017, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "GG"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2016/2017 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2016/2017	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 3,150	\$1,745.22	\$1,745.22
2 – Residential	Per Unit	2,951 to 3,150	\$1,553.46	\$1,553.46
3 – Residential	Per Unit	2,751 to 2,950	\$1,515.72	\$1,515.72
4 – Residential	Per Unit	2,551 to 2,750	\$1,396.38	\$1,396.38
5 – Residential	Per Unit	2,351 to 2,550	\$1,332.12	\$1,332.12
6 – Residential	Per Unit	2,151 to 2,350	\$1,230.12	\$1,230.12
7 – Residential	Per Unit	1,951 to 2,150	\$1,128.12	\$1,128.12
8 – Residential	Per Unit	1,751 to 1,950	\$988.38	\$988.38
9 – Residential	Per Unit	Less than 1,750	\$818.04	\$818.04
10 – Undeveloped	Per Acre	N/A	\$7,845.84	\$7,845.84

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: July 12, 2016**

**SUBJECT:** Adjustment for Pass Through Sewer Service Rates from Eastern Municipal Water District

**REQUESTED ACTION:** Adopt Resolution to Increase Sewer Rates

**CONTACT:** Jennifer Erwin, Assistant Director of Finance

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**BACKGROUND/DISCUSSION:**

On June 17, 2016, Eastern Municipal Water District (EMWD) notified the City of Perris that the Board of Directors adopted a resolution to increase the sewer rate for all of their customers. The Interagency Agreement with EMWD provides that the City of Perris shall automatically adjust the rates charged for EMWD sewer services upon receiving notice from EMWD. Pursuant to 14.28.150 (A) of the Perris Municipal Code, these increases are passed on to the customers of EMWD through adoption of a resolution. This increase raises the monthly residential rate for North Perris customers by \$0.49 per month and South Perris (Downtown) customers by \$0.45 per month. In addition, the monthly capital improvement fee for all customers will increase by \$0.75 per month.

The effective date for these rate adjustments is July 1, 2016. The City's utility bill will reflect this increase on the August 15, 2016 billing, which would cover the June 15, 2016 through July 15, 2016 service period.

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**BUDGET (or FISCAL) IMPACT:**

The increased monthly service charge for sewer is a pass through to EMWD for their services provided to residents. There is no fiscal impact on the City's budget.

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Reviewed by:

Assistant City Manager: Ron Carr 

Attachments: Sewer Rate Resolution  
EMWD Letter dated May 25, 2016  
EMWD Email Confirmation of Proposed Increase Adoption dated  
June 17, 2016

Consent



**RESOLUTION NUMBER \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
ADOPTING A SEWER SERVICE ADJUSTMENT FOR PASS  
THROUGH SEWER SERVICE RATES FROM EASTERN  
MUNICIPAL WATER DISTRICT**

**WHEREAS**, Article XIID of the California Constitution sets forth the procedures for a City of Perris to follow with respect to adopting increases in “property related fees” such as sewer service fees; and

**WHEREAS**, on May 25, 2016, Eastern Municipal Water District (“EMWD”) notified the City of its intention to increase certain charges related to its sewer services provided to the City customers; and

**WHEREAS**, pursuant to the Interagency Agreement, dated February 6, 1980 (“Agreement”), the City acts as the agent for EMWD in connection with the certain sewer services provided by EMWD to its customers within the City of Perris; and

**WHEREAS**, EMWD has requested that the City bill the increased rates to be charged by EMWD effective July 1, 2016, for its services within the City as its agent under the Agreement; and

**WHEREAS**, EMWD has informed the City it mailed notice of its increase pursuant to Article XIID of the California Constitution and has adopted its increase; and

**WHEREAS**, the City is permitted to pass through these sewer rate adjustments to consumers pursuant to a public hearing held by EMWD on June 15, 2016, specifying automatic adjustments for Fiscal years 2016-2017;

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

**Section 1.** The Council determines, as agent of EMWD, to bill the sewer charges provided by EMWD pursuant to the request of EMWD.

**Section 2.** Adjustments to Monthly Sewer Rates. Pursuant to Section 14.28.150(6) permitting changes in rates by Resolution, the rates set forth in Sections 14.28.150 (A), as said rates may have been adjusted pursuant to prior resolutions or ordinances, are increased as set forth below.

A. City Monthly Service Charge: There will be no change to the City monthly service charge at this time.

B. EMWD Monthly Service Charge for South Perris/Downtown: The EMWD Monthly Service charge shall be \$1.037 per day / \$31.54 per month, plus a \$2.25/month capital fee. The EMWD Monthly service charge shall be effective as of July 1, 2016.

RESOLUTION NUMBER \_\_\_\_\_

C. EMWD Monthly Service Charge for North Perris: The EMWD Monthly Service charge shall be \$1.100 per day / \$33.46 per month, plus a \$2.25/month capital fee. The EMWD Monthly service charge shall be effective as of July 1, 2016.

**Section 3.** All other provisions of Chapter 14.28 shall remain in full force and effect.

**Section 4.** Any resolution or ordinance or portion thereof in conflict herewith relating to the increased sewer rates described herein is hereby repealed to the extent of such conflict and of no further effect to the extent of such conflict.

**Section 5.** The revised rates and charges approved and established herein shall take effect on the dates described under Section 6 hereof.

**Section 6.** The City Clerk shall certify as to the adoption of this Resolution.

**Section 7.** **ADOPTED, SIGNED, and APPROVED** this 12<sup>th</sup> Day of July, 2016

\_\_\_\_\_  
Mayor, Daryl R. Busch

ATTEST:

\_\_\_\_\_  
City Clerk

RESOLUTION NUMBER \_\_\_\_\_

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

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO  
HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_ was duly and regularly adopted by the  
City Council of the City of Perris at a regular meeting thereof held the 12<sup>th</sup> Day of July, 2016, and that it  
was so adopted by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
City Clerk



May 25, 2016

Ms. Jennifer Erwin  
Assistant Finance Director  
City of Perris  
101 North D St  
Perris, CA 92570-1917

Subject: Sewer Service Rate Changes

Dear Ms. Erwin,

The purpose of this letter is to inform you that EMWD proposes to revise its sewer rates effective July 1, 2016. We are recommending the District's Board approve this rate adjustment at the Board Meeting on June 15, 2016

The previous Sewer Service rate of **\$1.022/day/edu (\$31.09/month)** will be increased to **\$1.037 (\$31.54/month) effective July 1, 2016**. This rate is aligned with rate schedule S502 in our published rate schedule. Also, for the residents within the Villages of Avalon, the previous rate of **\$1.084/day/edu (\$32.97/month)** has been increased to **\$1.100 (\$33.46/month)**. Please see rate schedule S501.

Additionally, the sewer capital fixed charge that was introduced last year to help fund our sewer system capital projects, is proposed to increase to **\$0.07397/day/edu or \$2.25/month**. This is an increase of \$0.75/month.

Please contact Marie Beam, Financial Manager, at [beamm@emwd.org](mailto:beamm@emwd.org) or 951-928-3777 x4537 with any questions.

Sincerely,

Charles Turner  
Director of Finance

Board of Directors  
Randy A. Burnett, President • David J. Slavson, Vice President • Joseph J. Kuebler, CPA, Treasurer • Philip E. Paulie • Donald W. Sullivan

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300  
T 951.928.3777 • F 951.928.6177 emwd.org

## Jennifer Erwin

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**From:** Molin, Gary <moling@emwd.org>  
**Sent:** Friday, June 17, 2016 3:30 PM  
**To:** Jennifer Erwin  
**Cc:** Turner, Charles; Beam, Marie  
**Subject:** Sewer Rate Increases Adopted By EMWD Board

Jennifer,

In reference to EMWD's sewer rate increase notification letter dated May 25, 2016, I wanted to advise you that the new rates were adopted by our Board on June 15, 2016. Please make sure that the new rates are in your billing system effective July 1, 2016.

Thank you,

### **Gary Molin**

Financial Analyst III – Finance Dept.  
Eastern Municipal Water District  
P.O. Box 8300  
2270 Trumble Road  
Perris, CA 92572-8300  
951-928-3777 ext. 4556  
760-473-5477 (cell)  
[moling@emwd.org](mailto:moling@emwd.org)

**IMPORTANT NOTE:** EMWD is now in Stage 3c drought response. Outdoor water budgets are now restored, however all water used in excess of your total water budget will be charged at the highest, "Wasteful" water use rate. Please continue to use water wisely and follow EMWD's water use efficiency requirements. For more information, please visit [www.emwd.org/drought](http://www.emwd.org/drought).

CITY COUNCIL/SUCCESSOR AGENCY  
AGENDA SUBMITTAL  
July 12, 2016

**SUBJECT: Drainage Fee / Sales Tax Agreement with Grove Lumber**

**REQUESTED ACTIONS:** That the City Council approve entering into an agreement with Grove Lumber, final form to be approved by the City Attorney.

**CONTACT:** Michael McDermott, Redevelopment & Economic Development Manager *MSW*

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**BACKGROUND/DISCUSSION:**

Grove Lumber is expanding their current operation, currently located just east of the City limits. Said expansion will bring the operations into the City limits, thereby generating what may be substantial sales tax. The expansion will trigger the liability for payment of an Area Drainage Plan (ADP) Fee in the approximate amount of \$200,000.

City, in consideration of the Fee to be paid by the Grove Lumber's Retail Sales Office for the benefit of City, desires to provide City Payments to Grove Lumber as compensation for Grove Lumber's payment of the Fee and establishing the Retail Sales Office within City. The amount of the City's obligation to make City Payments ends on the date that a total of the City Payments equal the amount of the Fee paid by Grove Lumber.

The operations of Grove Lumber in City will provide significant public benefits to City, in that the additional Local Sales Tax Revenues to be generated as a result of Grove Lumber's efforts represent a substantial and significant source of additional public revenue for City, which may be used by City for the funding of necessary public services and facilities, including public safety services and facilities.

**BUDGET IMPACT:** Zero Dollar budget impact. Future City payments to be made with Sales Tax revenues generated by Grove Lumber.

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Reviewed by:  
Assistant City Manager: *RC*  
Redevelopment & Economic  
Development Manager:  
Attachments: Agreement  
Consent: XXX

**AGREEMENT**

**between**

**CITY OF PERRIS**

**a Municipal Corporation**

**and**

**GROVE LUMBER AND BUILDING SUPPLIES INC.**

**a California Corporation**

## **ARTICLE I PARTIES, PAYMENT OF FEE AND EFFECTIVE DATE.**

**1.1 Parties.** This Agreement ("Agreement") is entered into by and between the City of Perris, a Municipal Corporation ("City"), and Grove Lumber & Building Supplies Inc., a California Corporation ("GROVE LUMBER"). For the purposes of this Agreement, the address of City is 101 N. D Street, Perris, CA 92570; Attn: City Manager; telephone (951) 943-6100; facsimile 951-943-4246. The address of GROVE LUMBER is \_\_\_\_\_; Attn.: \_\_\_\_; telephone \_\_\_\_; facsimile \_\_\_\_ . City and GROVE LUMBER are sometimes referred to individually as "Party" and collectively as "Parties" herein.

**1.1.1 City Representations and Warranties.** City represents and warrants to GROVE LUMBER that, to City's actual current knowledge:

- (i) City is a Municipal Corporation exercising governmental functions and powers and organized and existing under the State of California;
- (ii) City has taken all actions required by law to approve the execution of this Agreement;

**1.1.2 GROVE LUMBER Representations and Warranties.** GROVE LUMBER represents and warrants to City that, to GROVE LUMBER's actual current knowledge:

- (i) GROVE LUMBER is a duly formed California corporation and is in good standing and qualified to do business under the laws of the State of California;
- (ii) The individuals executing this Agreement are authorized to execute this Agreement on behalf of GROVE LUMBER;
- (iii) GROVE LUMBER has taken all actions required by law to approve this Agreement;
- (iv) GROVE LUMBER's entry into this Agreement and the performance of GROVE LUMBER's obligations under this Agreement do not violate any contract, agreement or other legal obligation of GROVE LUMBER;
- (v) GROVE LUMBER's entry into this Agreement and the performance of GROVE LUMBER's obligations under this Agreement do not constitute a violation of any state or federal statute or judicial decision to which GROVE LUMBER is subject;
- (vi) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely



performance of GROVE LUMBER's obligations under this Agreement; and

- (vii) GROVE LUMBER has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by GROVE LUMBER is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

The City has entered into this Agreement with GROVE LUMBER because of the unique circumstances of GROVE LUMBER and its payment of certain drainage fees. No voluntary or involuntary successor-in-interest of GROVE LUMBER shall acquire any rights or powers under this Agreement except as expressly set forth herein. GROVE LUMBER may not assign or transfer all or any part of this Agreement without the prior written approval of City, which may be given or withheld in City's sole and absolute discretion.

**1.2 Effective Date.** This Agreement is dated for reference purposes only. This Agreement will not become effective until the date ("Effective Date") on which both of the following are true: (i) this Agreement has been approved by the City Council following all legally required notices and hearings; and (ii) this Agreement has been executed by the appropriate authorities of City and GROVE LUMBER written approval of City, which may be given or withheld in City's sole and absolute discretion.

**1.3 Payment of Area Drainage Fee.** GROVE LUMBER agrees to pay the Area Drainage Fee for the Romoland District in the amount of currently \$5,911 per acre, which amounts to approximately \$200,000 (the "Fee" or "Area Drainage Fee"); provided, however, Fee or Area Drainage Fee shall mean the total amount of area drainage fees paid as required pursuant to the approvals for the Project (as defined below) and paid by GROVE LUMBER to the City on or before the issuance of any permit for development of its Project).

## **ARTICLE II DEFINITIONS.**

**2.1 Definitions.** Unless the context otherwise requires, the terms defined in this Article 2 shall, for all purposes, and of any amendment hereof, and of any opinion or report or other document mentioned herein or therein, have the meanings defined herein; the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

**2.1.1 "Agreement"** shall have the meaning set forth in Section 1.1.

**2.1.2 "Applicable Reporting Period"** means, for purposes of determining the Parties' financial obligations hereunder, the Reporting Period applicable to the Fiscal Quarter for which the financial obligation is being calculated. As an example, the

Applicable Reporting Period for determining a financial obligation attributable to Sales occurring in the Fiscal Quarter ending September 30, shall include the then-current Fiscal Quarter ending September 30.

**2.1.3** "Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California or City are closed.

**2.1.4** "City" shall have the meaning set forth in Section 1.1 and shall include any nominee, assignee or successor to City's rights, powers and responsibilities.

**2.1.5** "City Payment" means, with respect to a particular Fiscal Quarter within the Term, the total amount of the obligation for payment of sales tax to be received from the Grove Lumber operations in the City for such Fiscal Quarter.

**2.1.6** "Costs" shall have the meaning set forth in Section 4.19.

**2.1.7** "Data and Documentation" shall have the meaning set forth in Section 4.2.2.

**2.1.8** "Dispute Notice" shall have the meaning set forth in Section 4.20.

**2.1.9** "Effective Date" shall have the meaning set forth in Section 1.2.

**2.1.10** "Enforced Delays" shall have the meaning set forth in Section 4.18.

**2.1.11** "Event of Default" shall have the meaning set forth in Section 4.4.

**2.1.12** "First Fiscal Quarter" means the Fiscal Quarter commencing \_\_\_\_\_ in the first calendar year following the date that GROVE LUMBER opens for business.

**2.1.13** "Fiscal Quarter" means one three month period within the Term and commencing on [February 1, May 1, August 1, or November 1], and ending on, as applicable, the immediately following April 30, July 31, October 31, or January 31. As an example, the Fiscal Quarter commencing February 1 shall end on the April 30 immediately following, the Fiscal Quarter commencing on May 1 shall end on the July 31 immediately following, and so on.

**2.1.14** "Local Sales Tax Revenues" means that portion of the Sales Tax, paid by GROVE LUMBER, which is allocated and paid to City and received by the City pursuant to the Sales Tax Law. Local Sales Tax Revenues shall not include: (i) Penalty Assessments, (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of Riverside, or a district or any entity (including an allocation to a statewide or countywide pool) other than City, (iii) any administrative fee charged by the BOE, (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except City's) law, rule or regulation, (v) any Sales Tax attributable to transactions other than Retail Sales, or (vi)

any Sales Tax attributable to any transaction not consummated within the Term, (vii) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the City's general fund, or (viii) any Sales Tax attributable to any transaction occurring following GROVE LUMBER's Event of Default.

Without limiting the generality of the foregoing, GROVE LUMBER acknowledges that the California legislature has adopted Proposition 57, the California Economic Recovery Bond Act, otherwise commonly known as the "triple flip" tax, which diverts to the State of California a portion of the Sales Tax which would otherwise be payable to the City pursuant to the Sales Tax Law as it existed prior to enactment of the above-referenced legislation. GROVE LUMBER acknowledges that such legislation causes a reduction, and a delay in the time of payment to the City, of the Local Sales Tax Revenues which would otherwise be attributable to Sales and that such reduction will cause a corresponding reduction and a delay in the time of payment of the City Payments due to GROVE LUMBER during such time as such legislation is in effect. Furthermore, GROVE LUMBER acknowledges that it is possible that the legislation described above, or other legislation related to Sales Tax, may be enacted and effective during one or more subsequent years during the Term and may materially and negatively impact the amount and timing of Local Sales Tax Revenues and, accordingly, City Payments. The City does not make any representation, warranty or commitment concerning the future actions of the California legislature with respect to the allocation of Sales Taxes to the City. GROVE LUMBER agrees that it is undertaking its obligations under this Agreement after having considered, and is expressly assuming the risk of, the possibility of such legislation.

The foregoing paragraph notwithstanding, City acknowledges that the California legislature may provide for the payment to City of other revenues for the purpose of offsetting any losses in Local Sales Tax Revenues resulting from the enactment of legislation of the type described in the immediately preceding paragraph.

**2.1.15 "Material"** means any and all tangible personal property offered for sale by GROVE LUMBER to its customers/clients by internet sales which is subject to the Sales Tax Law.

**2.1.16 "Penalty Assessments"** means penalties, assessments, collection costs and other costs, fees or charges resulting from late or delinquent payment of Sales Tax and which are levied, assessed or otherwise collected from GROVE LUMBER.

**2.1.17 ""Reporting Period"** means, at any one point in time, the then-current Fiscal Quarter together with the immediately preceding three (3) Fiscal Quarters, to allow for the effect of the "triple flip" tax. As to any Fiscal Quarter, GROVE LUMBER's returns to the State under applicable Sales Tax Law are due by the end of the calendar month following a Fiscal Quarter, and accordingly, GROVE LUMBER's reporting for a Reporting Period shall be due to the City by the end of the calendar month following the calendar month in which GROVE LUMBER is obligated to file. For

example, for Fiscal Quarter ending September 30th, GROVE LUMBER's Data and Documentation shall be received by the City by November 30th.

**2.1.18 "Retail Sales"** means all sales of tangible personal property through a Retail Sales Office to any person or entity, which is subject to the Sales Tax Law and which generates Local Sales Tax Revenues.

**2.1.19 "Retail Sales Office"** means the retail location of Grove Lumber within the City of Perris at which Retail Sales transactions are consummated pursuant to the Sales Tax Law.

**2.1.20 "Sale" and "Sales"** mean, individually or collectively, Retail Sale(s).

**2.1.21 "Sales Tax"** means all sales and use taxes levied under the authority of the Sales Tax Law, excluding Sales Tax which is to be refunded to GROVE LUMBER, because of an overpayment of Sales Tax. All Sales Tax must be taxes eligible to be received as sales tax by the City.

**2.1.22 "Sales Tax Law"** means (i) California Revenue and Taxation Code Section 6001 *et seq.*, and any successor law thereto, (ii) any legislation allowing City or other public agency with jurisdiction in City to levy any form of Sales Tax, and (iii) regulations of the BOE and other binding rulings and interpretations relating to (i) and (ii) hereof.

**2.1.23 "BOE"** means the California State Board of Equalization and any successor agency.

**2.1.24 "Term"** shall mean that period commencing as of the First Fiscal Quarter and ending as of the date that the City has paid the total amount of the City Payment to Grove Lumber pursuant to this Agreement in an amount equal to the amount of Area Drainage Fees paid by Grove Lumber, unless earlier terminated or extended as provided by this Agreement. This is the total amount of sales tax due to Grove Lumber under the terms of this agreement.

### **ARTICLE III RECITALS**

A. GROVE LUMBER has applied to the City and has received appropriate planning commission and/or City Council approvals for opening its location in the City of Perris, which approvals included Conditional Use Permit 13-07-0010, General Plan Amendment 13-07-0008 and Zone Change 13-07-0009 to permit an outdoor lumber and storage facility with a new 915 square foot office building located at Watson Road, North of Ethanec Road, South of Highway 74 (APN # 329-250-014) ("Project").

B. As a condition of approval to its development, it is required to pay the Area Drainage Fee (the "Fee") related to the Romoland District, which fees shall amount to a total of \$ \_\_\_\_.

C. GROVE LUMBER has disputed the Fee in connection with its project and has agreed to pay the Fee if it is reimbursed the Fee from the first available Sales Tax revenues.

D. City has agreed to reimburse the Sales Tax as provided herein for GROVE LUMBER'S agreement to pay the Fee.

E. In accordance with the Agreement, Grove will pay the City the Fee prior to the issuance of any permits, as required by its planning and engineering approvals in exchange for the City's agreement to reimburse GROVE LUMBER the moneys contingent on the City's receipt of sales tax revenues from GROVE LUMBER and at the times and in the amounts described herein.

3.1 City acknowledges that GROVE LUMBER retains authority over its own business operations, reserving the right to expand, contract, modify, move, or cease operations in City, in accordance with prudent commercial business practice and at its sole discretion, prior to expiration of the Term. GROVE LUMBER acknowledges that if it moves location out of the City, it forfeits the right to reimbursement of the Fee from Sales Tax Revenues and will not be reimbursed the Fee under any circumstances.

3.2 City, in consideration of the Fee to be paid by the GROVE LUMBER's Retail Sales Office for the benefit of City, desires to provide City Payments to GROVE LUMBER as compensation for GROVE LUMBER's payment of the Fee and establishing the Retail Sales Office within City and otherwise satisfying its obligations under this Agreement. The amount of the City's obligation to make City Payments ends on the date that a total of the City Payments equal the amount of the Fee paid by Grove Lumber.

3.3 Such City Payment for each Fiscal Quarter will be an amount paid from any legally available source of funds and shall be measured by a percentage of the Local Sales Tax revenues generated in such Fiscal Quarter, as more particularly set forth in this Agreement.

3.4 The operations of GROVE LUMBER in City will provide significant public benefits to City, in that the additional Local Sales Tax Revenues to be generated as a result of GROVE LUMBER's efforts represent a substantial and significant source of additional public revenue for City, which may be used by City for the funding of necessary public services and facilities, including public safety services and facilities.

3.5 City and GROVE LUMBER desire to enter into this Agreement for the purposes described above.

#### **ARTICLE IV OPERATIVE TERMS**

4.1 **Location and Operation Covenant.** GROVE LUMBER's Retail Sales Offices located in the City shall conduct their operations in accordance with all applicable provisions of local, state and federal law.

**4.2 Payment of City Payment.** Within thirty (30) days following the later of: (i) City's receipt of final reconciliation reports from the BOE for a Fiscal Quarter occurring within the Term, and (ii) City's receipt of any and all Data and Documentation applicable to such Fiscal Quarter, City will determine and pay to GROVE LUMBER the City Payment due for such Fiscal Quarter.

**4.2.1 Conditions Precedent to City Payments.** City's obligations under Section 4.2 hereof are contingent on a year-to-year basis and, for each Fiscal Quarter within the Term, City's obligations to make any payments to GROVE LUMBER hereunder are expressly contingent upon the satisfaction of the following conditions precedent in each Fiscal Quarter after GROVE LUMBER has begun Retail Sales in City:

- (i) GROVE LUMBER shall have paid the Area Drainage Fee.
- (ii) GROVE LUMBER having, for the entirety of such Fiscal Quarter, completely fulfilled its material obligations under this Agreement;
- (iii) City's receipt and reasonable approval of the Data and Documentation, certified as complete and accurate by an authorized GROVE LUMBER officer or an authorized signatory delegate; and
- (iv) Grove Lumber Shall Continue to have Retail Sales Office in the City.
- (v) City shall have not paid Grove Lumber any amount in excess of the amount of Area Drainage Fees paid by Grove Lumber.

Should any one or more of the foregoing conditions precedent not be satisfied for each Fiscal Quarter, then City shall have no obligation to make any City Payment to GROVE LUMBER for such Fiscal Quarter.

**4.2.2 Data and Documentation.** For the purposes of this Agreement, the term "Data and Documentation" means completion of the form of document attached hereto as Exhibit A to evidence the net dollar value of all Retail Sales consummated by GROVE LUMBER Retail Sales Office in such Fiscal Quarter.

**4.2.3 Adequate Consideration.** Each City Payment due and payable hereunder shall constitute the total payment to GROVE LUMBER for the Fiscal Quarter to which it relates. The Parties hereto have determined and agreed that the City Payment due and payable during each Fiscal Quarter represents fair consideration to GROVE LUMBER for its covenants and obligations hereunder.

Both City and GROVE LUMBER expressly acknowledge and agree that GROVE LUMBER will receive no compensation under this Agreement other than the City Payment. GROVE LUMBER shall not be entitled to any reimbursement or other

compensation from City for any costs incurred by GROVE LUMBER in performing or preparing to perform its obligations under this Agreement. The City Payments shall not be reduced or offset for any costs or expenses incurred by City in performing or preparing to perform its duties under this Agreement.

**4.2.4 No Carry Forward or Back.** City and GROVE LUMBER acknowledge and agree that the calculation and determination of all financial components of the Parties' rights and obligations under this Agreement shall be computed on a Fiscal Quarter-to-Fiscal Quarter basis. Revenues generated in one Fiscal Quarter may not be carried forward or back to any prior or future Fiscal Quarter, it being the express agreement and understanding of the Parties that for each Fiscal Quarter the financial obligations of the Parties and satisfaction of the conditions precedent to such obligations shall be determined and made independently of any other Fiscal Quarter. Notwithstanding anything herein, the total amount of City Payments permitted hereunder shall not exceed the total amount of Area Drainage Fees paid by Grove Lumber.

**4.2.5 Source of City Payment.** City Payments shall be payable from any source of legally available funds of City. City covenants to reasonably consider such actions as may be necessary to include all City Payments owed hereunder in each of its annual budgets during the Term and to reasonably consider the necessary annual budgetary appropriations for all such City Payments.

**4.2.6 Recapture of City Payments.** If, at any time during or after the Term of this Agreement, BOE makes a final Board determination that all or any portion of the Local Sales Tax Revenues received by the City were improperly allocated and/or paid to the City, and if BOE requires repayment of, offsets against future Sales Tax payments, or otherwise recaptures from the City those improperly allocated and/or paid Local Sales Tax Revenues, then GROVE LUMBER shall, within thirty (30) days after written demand from the City, together with reasonable documentation, repay all City Payments (or applicable portions thereof) theretofore paid to GROVE LUMBER which are attributable to such repaid, offset or recaptured Local Sales Tax Revenues. If GROVE LUMBER fails to make such repayment within thirty (30) days after the City's written demand, together with reasonable documentation, then such obligation shall accrue interest from the date of the City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. In addition, City may withhold such amounts from future City Payments.

City and GROVE LUMBER agree that, should the BOE question the correctness of the allocation or determine that there has been an improper allocation to the City, City will (at the request of GROVE LUMBER) engage legal counsel to use his or her best efforts to defend such allocation in all BOE administrative proceedings. Costs associated for such efforts will be borne by GROVE. For purposes of this paragraph, administrative proceedings include all BOE meetings, conferences and appeals before BOE Board members. GROVE LUMBER will cooperate fully with the City and its attorney.

**4.2.7 Underpayment by BOE.** City and GROVE LUMBER agree that, in the event of an underpayment of Local Sales Tax Revenues with respect to GROVE LUMBER by the BOE, City will (at the request of GROVE LUMBER) engage legal counsel to use his or her best efforts to defend such allocation in all BOE administrative proceedings. Costs associated for such efforts will be borne by GROVE LUMBER. For purposes of this paragraph, administrative proceedings include all BOE meetings, conferences and appeals before BOE Board members. GROVE LUMBER will cooperate fully with the City and its attorney.

**4.2.8 Reserved.**

**4.3 Audit of Books and Records.** Either Party shall, within the sixty (60) days following the filing for a Reporting Period, make its books and records relating to the Reporting Period being audited and the calculation and determination of that Party's rights and obligations under this Agreement, available at no cost to the requesting Party and/or its designees (including its accountants and/or attorneys) and shall direct its accountants and other consultants and contractors in possession of its books and records to do likewise; provided, however, that nothing herein shall be deemed to abridge or constitute a waiver of any Party's evidentiary rights and privileges arising pursuant to any provision of law, including, without implied limitation, the California Evidence Code, California Government Code (including the Public Records Act), the Code of Civil Procedure, federal statutes and state or federal judicial decisions. Furthermore, GROVE LUMBER may redact or omit confidential customer information such as addresses, names and phone numbers so as to protect the confidential information of its customers. Furthermore, all such non-privileged books and records may be made available and introduced as evidence if ordered by any court of competent jurisdiction. Each Party shall bear the costs of its own auditors, experts and other consultants it may engage to complete its investigation of the other Party's books and records; provided, however, that any audit and/or investigation ordered by the court, may be recovered as an item of litigation expense pursuant to Section 4.19.

**4.4 Event of Default.** Each of the following shall constitute an "Event of Default":

**4.4.1** Failure by a Party to comply with and observe any of the conditions, terms, or covenants set forth in this Agreement, if such failure remains uncured within thirty (30) days after written notice of such failure from the non-defaulting Party to the defaulting Party in the manner provided herein or, with respect to a default that cannot be cured within thirty (30) days, if the defaulting Party fails to commence such cure within such thirty (30) day period or thereafter fails to diligently and continuously proceed with such cure to completion. However, if a different period, notice requirement, or remedy is specified under any other section of this Agreement, then the specific provision shall control.

**4.4.2** Any representation or warranty contained in this Agreement or in any application, financial statement invoice, certificate, or report submitted pursuant to this Agreement proves to have been incorrect in any material respect when made.



**4.5 Rights and Remedies; Rights and Remedies Not Exclusive.** Unless prohibited by law or otherwise provided by a specific term of this Agreement, the rights and remedies of City and GROVE LUMBER under this Agreement are nonexclusive and all remedies hereunder may be exercised individually or cumulatively. Upon the other Party's Event of Default, in addition to those remedies expressly granted herein, the Parties shall also have the right to seek all other available legal and equitable remedies.

**4.6 Termination.** In addition to all other rights and remedies granted to the Parties under this Agreement or available to them in equity or at law, either Party may terminate this Agreement and all of its obligations hereunder without cost or liability upon the other Party's Event of Default. Such termination shall not limit or abridge the rights and remedies available to the non-defaulting Party.

**4.7 Amendment; Modification.** At any time City and GROVE LUMBER may determine that this Agreement should be amended for the mutual benefit of the Parties, or for any other reason. Any such amendment to this Agreement shall only be by written agreement between City and GROVE LUMBER. City and GROVE LUMBER agree to consider reasonable requests for amendments to this Agreement which may be made by either of the Parties hereto, although neither Party shall be obligated to approve any such amendment. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both City and GROVE LUMBER. With the concurrence of the City Attorney, the City Manager is authorized on behalf of City to approve and execute minor amendments to this Agreement on behalf of City. Any such approved amendment shall control over this Agreement.

**4.8 California Law.** This Agreement shall be construed and governed in accordance with the laws of the State of California without regard to its conflict of laws principles.

**4.9 Execution in Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one (1) and the same instrument.

**4.10 Business Days.** Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date which constitutes a Business Day.

**4.11 Tax Consequences.** GROVE LUMBER shall be responsible and assume all liability for federal, state and/or local income or other taxes resulting from its receipt of City Payments.

**4.12 Rights Not Granted.** This Agreement is not, and shall not be construed to be, a statutory development agreement under California Government Code Section 65864 *et seq.* or a disposition and development agreement under California Health and Safety Code Section 33000 *et seq.* This Agreement is not, and shall not be construed to be, an approval of or an agreement to issue permits or a granting of any right or

entitlement by City concerning any project, development, or construction by GROVE LUMBER in City. This Agreement does not, and shall not be construed to exempt GROVE LUMBER in any way from the requirement to obtain permits and/or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance and operation of any project, development or construction within City.

This Agreement does not, and shall not be construed to exempt GROVE LUMBER from the application and/or exercise of City's power of eminent domain or its police power, including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety and welfare of its citizenry.

**4.13 Consent.** Whenever consent or approval of either Party is required under this Agreement, that Party shall not unreasonably withhold, delay or condition such consent or approval unless a different standard is otherwise provided by a specific provision of this Agreement.

**4.14 Notices and Demands.** All notices or other communications required or permitted between City and GROVE LUMBER under this Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express), and addressed to the Parties at the addresses provided in Article 1 subject to the right of either Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been received on the fourth (4<sup>th</sup>) Business Day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by courier service (e.g., Federal Express), shall be deemed received upon actual receipt of the same by the Party to whom the notice is given.

**4.15 Non-liability of Parties' Officials and Employees.** No officer, elected official, contractor, consultant, attorney or employee of City shall be personally liable to GROVE LUMBER, any voluntary or involuntary successors or assignees of GROVE LUMBER, or any lender or other party holding an interest in GROVE LUMBER's property, in the event of any default or breach by City, or for any amount which may become due to GROVE LUMBER or to its successors or assignees, or on any obligations arising under this Agreement.

No officer, official, contractor, consultant, attorney or employee of GROVE LUMBER shall be personally liable to City, any voluntary or involuntary successors or assignees of City in the event of any default or breach by GROVE LUMBER, or for any amount which may become due to City or to its successors or assignees, or on any obligations arising under this Agreement.

**4.16 Conflict of Interests.** No officer, elected official, contractor, consultant, attorney or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer, elected official, contractor, consultant, attorney or employee participate in any decision relating to this Agreement which unlawfully affects

his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested.

**4.17 Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement.

**4.18 Extensions and Delays; No Excuse Due to Economic Changes.** Time is of the essence in the performance of the obligations of City and GROVE LUMBER under this Agreement. In addition to specific provisions of this Agreement, providing for extensions of time, times for performance hereunder shall be extended where delays in performance are due to war, insurrection; any form of labor dispute; lockouts; riots; floods; earthquakes; fires; acts of God or of third parties; third party litigation or orders and judgments of courts of competent jurisdiction; acts of a public enemy; acts of governmental authorities; epidemics; quarantine restrictions; and freight embargoes (collectively, "Enforced Delays") provided, however, that the Party claiming the extension shall notify the other Party of the nature of the matter causing the default; and, provided further, that the extension of time shall be only for the period of the Enforced Delays. In no event shall either Party be deemed in default of this Agreement because of an Enforced Delay event.

GROVE LUMBER expressly acknowledges and agrees that changes in either general economic conditions or changes in the economic assumptions which may have provided a basis for entering into this Agreement, and which occur at any time after the execution of this Agreement, are not Enforced Delays and do not provide it with grounds for asserting the existence of a delay or excuse in the performance of any covenant or undertaking which may arise under this Agreement. GROVE LUMBER expressly assumes the risk that changes in general economic conditions, or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of GROVE LUMBER under this Agreement, but that such inconvenience or hardship is not an Enforced Delay and does not excuse the performance by GROVE LUMBER of its obligations under this Agreement.

GROVE LUMBER EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF GROVE LUMBER SPECIFICALLY OR THE ECONOMY GENERALLY, CHANGES IN MARKET CONDITIONS OR DEMANDS, OR ADVERSE LEGISLATIVE ENACTMENTS AFFECTING THE DISTRIBUTION OF SALES TAX REVENUES SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT AND TIMELY PERFORMANCE OF EACH AND EVERY OBLIGATION AND COVENANT OF GROVE LUMBER ARISING UNDER THIS AGREEMENT. GROVE LUMBER EXPRESSLY ASSUMES THE RISK OF SUCH ADVERSE ECONOMIC, MARKET, OR LEGISLATIVE CHANGES, WHETHER OR NOT IN EXISTENCE OR FORESEEABLE AS OF THE EXECUTION OF THIS AGREEMENT BY GROVE LUMBER.

GROVE LUMBER's INITIALS \_\_\_\_\_

GROVE LUMBER HEREBY WAIVES ANY RIGHT TO CHALLENGE THE FEE , INCLUDING BUT NOT LIMITED TO THE REIMBURSEMENT OF THE FEE SHOULD GROVE LUMBER MOVE OUT OF THE JURISDICTION AND NOT BE REIMBURSED IN ACCORDANCE WITH THIS AGREEMENT.

GROVE LUMBER's INITIALS \_\_\_\_\_

**4.19 Attorneys' Fees.** In the event of the bringing of an arbitration, action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Agreement or any other dispute between the Parties concerning this Agreement then, in that event, the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover of and from the other Party all costs and expenses of suit or claim, including reasonable attorneys' fees and expert witness fees.

**4.20 Informal Dispute Resolution.** The Parties shall attempt in good faith to resolve any differences, controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior officials of the Parties who have authority to settle the difference or controversy. The disputing Party may give the other Party written notice ("Dispute Notice") that a dispute exists between them.

**4.21 Jurisdiction and Venue.** Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate State of California court in the County of Riverside, California. Both Parties hereto irrevocably consent to the personal jurisdiction of that court. City and GROVE LUMBER each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between City and GROVE LUMBER, due to the fact that City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, City and GROVE LUMBER specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. GROVE LUMBER acknowledges that the provisions of this Section 4.21 are material consideration to City for its entry into this Agreement, in that City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

**4.22 Interpretation.** City and GROVE LUMBER acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and that both Parties have been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any

extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the Parties with respect to any ambiguities in this Agreement.

**4.23 No Waiver.** Failure to insist on any occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver by any Party of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment by any Party of such other right or power at any other time or times.

**4.24 Successors and Assigns.** The terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their voluntary and involuntary successors and assigns.

**4.25 No Third Party Beneficiaries.** The performance of the respective obligations of City and GROVE LUMBER under this Agreement are not intended to benefit any party other than City or GROVE LUMBER. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

**4.26 No Effect on Eminent Domain Authority.** Nothing in this Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever City's eminent domain powers with respect to any property.

**4.27 Warranty Against Payment of Consideration.** GROVE LUMBER warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 4.27, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by GROVE LUMBER.

**4.28 Severability.** City and GROVE LUMBER declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms.

**4.29 Further Acts.** City and GROVE LUMBER each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder. The foregoing shall not, however, be deemed to require City to exercise its legislative discretion in any particular fashion or to provide to GROVE LUMBER any remedy or claim for damages against City based on the lawful exercise of City's discretion.

**4.30 No Assignment, Transfer, Pledge or Hypothecation.** GROVE LUMBER may not assign, transfer, encumber or hypothecate its rights or obligations under this Agreement to any person or entity, without the express written consent of City,

which may be withheld in City's sole and absolute discretion. Any unpermitted assignment, transfer, pledge, encumbrance, or hypothecation, or any attempt to do so, shall not confer any rights upon the purported assignee or transferee and shall constitute GROVE LUMBER's immediate and incurable material default of this Agreement, and City may, without providing GROVE LUMBER notice or opportunity to cure, exercise those remedies available to City pursuant to Section 4.5 or 4.6.

**4.31 Relationship of Parties.** The Parties shall not be deemed in a relationship of partners or a joint venture by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

**4.32 Non-Dedication of Property.** The execution of this Agreement by GROVE LUMBER does not result in the dedication of any GROVE LUMBER property for public use.

**[Signatures on following pages]**

SIGNATURE PAGE

TO

AGREEMENT

CITY:

CITY OF PERRIS  
a California Municipal Corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
City Attorney

**SIGNATURE PAGE**

**TO**

**AGREEMENT**

**GROVE LUMBER:**

**GROVE LUMBER AND BUILDING  
SUPPLIES INC., a California corporation**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**GROVE LUMBER AND BUILDING  
SUPPLIES INC., a California corporation**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_




CITY COUNCIL/REDEVELOPMENT AGENCY  
AGENDA SUBMITTAL

Meeting Date: July 12, 2016

SUBJECT: Nuevo Interchange

REQUESTED ACTION: Approve Amendment to Contract with MetroPointe for Traffic Engineering/Construction Support; and Authorize City Manager to Sign

CONTACT: Habib Motlagh,  City Engineer

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BACKGROUND/DISCUSSION:

At the City Council meeting of December 8, 2015, the Council approved the contract with MetroPointe for construction engineering support. That proposal/contract included Traffic Engineering services on limited basis. Since the proposed interchange project is heavily travelled both on and off the freeway, staff recommends additional construction support to monitor traffic contract and other issues.


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BUDGET (or FISCAL) IMPACT:

The cost of additional services is currently within the approved budget.

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Reviewed by:

City Attorney  
Assistant City Manager 

Attachments: Amendment #1 Dated 6/9/16

Consent: Yes  
Public Hearing:  
Business Item:  
Other:



June 9, 2016

J.N. 309-01

**Mr. Habib Motlagh, P.E.**  
**City Engineer**  
**City of Perris, California**  
**24 S. D Street, Suite 100**  
**Perris, CA 92570**

**Subject: Additional Budget Request No. 1**  
**I-215 / Nuevo Road Interchange Improvements**  
**Construction Engineering Support**

Dear Mr. Motlagh,

MetroPointe Engineers is requesting a contract amendment for additional budget necessary to provide services related to the subject project as requested by the City to provide traffic control support during the construction phase of the I-215/Nuevo Road Interchange project.

These services are described in the attached Addendum No. 1 Scope of Work and represent work which is beyond our original contract. The total of additional budget requested is **\$24,000**.

Please call me if you have questions or require additional information.

Sincerely,

Jon Austin, P.E.  
President

Attachment

**ADDENDUM No. 1  
I-215 / Nuevo Road Interchange, Perris, CA  
June 9, 2016**

**SCOPE OF WORK**

This Additional Budget Request is for additional services related to the I-215/Nuevo Road Interchange Improvement Project for the duration of the construction period:

**Task 3.7 – Traffic Control / Detour Plan**

**Short-term Closures / Traffic Handling / Detour Plan**

1. Temporary Short-Term Overnight Closures:

For each short-term overnight closure, we will provide field review of Contractor set-ups in advance of the closure and verify traffic control is in compliance with traffic control plans approved by Caltrans and the City. We assume short-term closures will be needed at the beginning and end of each Stage to set K-rail, place temporary striping, set temporary signs, and to take down and change set-ups. We assume 2 one-day site visits for each closure and Caltrans/City coordination. We assume five short-term closures (one for each stage listed below).

This task includes site inspection of the traffic control set ups and coordination with Caltrans and the City to ensure traffic control elements are acceptable. Fee = 80 hours x \$150.00/hr = \$12,000.

**Stage Construction / Traffic Handling / Detour Plan**

2. Stage 1 – Phase 1 (Sheets TH-1 and 2): Two days for site visits and Caltrans/City coordination.
3. Stage 1 – Phase 2 (Sheet TH-3): One day for site visit and Caltrans/City coordination.
4. Stage 2 – Phase 1 (Sheets Th-4 and 5): Two days for site visits and Caltrans/City coordination.
5. Stage 2 – Phase 2 (Sheet TH-6): One day for site visit and Caltrans/City coordination.
6. Stage 3 (Sheet TH-7): Two days for site visits and Caltrans/City coordination.
7. Detour Plan for NB Off-ramp (Sheet DE-1): Two days for site visits and Caltrans/City coordination.

This task includes site inspection of the traffic control set ups and coordination with Caltrans and the City to ensure traffic control elements are acceptable. Fee = 80 hours x \$150.00/hr = \$12,000.

**FEES**

The following outlines our additional budget request for the out-of-scope work described.

**Task 3.7 – Traffic Control / Detour Plan**

<b>Short-Term Closures</b>	<b>\$12,000</b>
<b>Stage Construction Traffic Control</b>	<b>\$12,000</b>
<b>TOTAL ADDITIONAL BUDGET REQUEST:</b>	<b>\$24,000</b>

**Accepted By:** \_\_\_\_\_  
Authorized Signature

**Title:** \_\_\_\_\_

**City of Perris**

**Date:** \_\_\_\_\_

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: July 12, 2016**

**SUBJECT:** Renewal of a Contract Services Agreement with Dennis Grubb and Associates for fire plan check review and services

**REQUESTED ACTION:** Authorize the City Manager to renew a Contract Services Agreement with Dennis Grubb and Associates for fire plan check review and services

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

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**BACKGROUND/DISCUSSION:**

Staff is recommending that the City continue to contract for fire plan check review and services with Dennis Grubb and Associates. Dennis Grubb currently reviews all fire plan check submittals. Fire plan check reviews during the development plan review process provides comments and recommendations for fire requirements early in the development process. As well, fire plan check reviews can be directly submitted to Dennis Grubb and Associates, as needed for expedited reviews.

Staff recommends that the City Council authorize the City Manager to execute a Contract Services Agreement with Dennis Grubb and Associates to directly contract for fire plan check reviews and services until July 11, 2017. Renewal of the contract will be required before the expiration date. Costs for this contract have already been budgeted for the 2016-2017 fiscal year and all fire plan check services are paid by the developer for services rendered at such time of plan check review. The contract has been reviewed by the City Attorney.

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**FISCAL IMPACT:**

Cost for services will not impact our General Fund. Services will be charged to the applicant at the time of fire plan check submittals.

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Prepared by: Veronica Arana, Counter Services Supervisor

City Attorney: N/A

Assistant City Manager: Ron Carr 

Attachments: Contract Services Agreement, Scope of Work (Exhibit A), Schedule of Compensation (Exhibit C)

**Consent:** July 12, 2016

**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR**  
**FIRE PLAN CHECK REVIEW AND SERVICES**

This Contract Services Agreement ("Agreement"), is made and entered into this 12<sup>th</sup> day of July, 2016, by and between the City of Perris, a municipal corporation ("City"), and Dennis Grubb and Associates, a ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

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

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to



the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred thousand dollars and no cents (\$100,000.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no

later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### **3.0 PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than July 11, 2017.

### **4.0 COORDINATION OF WORK**

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

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

## **5.0 INSURANCE AND INDEMNIFICATION**

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to



limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

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

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

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

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

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

## 5.2 Indemnification.

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

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## 6.0 **RECORDS AND REPORTS**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment

to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **7.0 ENFORCEMENT OF AGREEMENT**

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein

stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

8.2 Conflict of Interest: City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

## **9.0 MISCELLANEOUS PROVISIONS**

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the

Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Daryl R. Busch, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Eric L. Dunn, City Attorney

"CONSULTANT"  
DENNIS GRUBB AND ASSOCIATES,  
12523 Limonite Ave.  
Mira Loma, CA 91752

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

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

[END OF SIGNATURES]

## EXHIBIT "A"

### SCOPE OF SERVICES

1. The review of plans for any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws pertaining to Fire and Building Safety, and for compliance with the adopted Fire, Building, Electrical and Mechanical Codes and adopted NFPA standards as mandated by State Title 24 and applicable ordinances.
2. Conduct new construction and tenant improvements fire inspections for any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws pertaining to Fire and Building Safety, and for compliance with the adopted Fire, Building, Electrical and Mechanical Codes and adopted NFPA standards as mandated by State Title 24 and applicable ordinances.
3. The Consultant shall have on staff at all times, individuals who are experienced in building and fire requirements and related California Fire and Building Codes for commercial and residential design and plan review procedures. It is highly desirable that plan reviews be conducted by Certified Plans Examiner or registered engineer.
4. Transportation of plans for the first check and for all subsequent re-checks between the City of Perris and the Consultant's office where the plan check services will be completed.
5. The completion of plan review within the expected time frame. Standard first review is expected to be completed in a maximum of ten (10) working days from the date the Consultant receives the plans for review. Subsequent reviews are expected within ten (10) working days. Upon written request from the City, Consultants will also provide expedited building plan review. Expedited plans shall be reviewed in a maximum of five (5) working days from the date the Consultant receives the plans. Working days are those days that the City of Perris is open for public business.
6. The arrangement and/or attendance at any required meetings connected with the plan review of a project.
7. The calculation and invoicing of all Fire plan check related fees.

8. This contract is for plan check and inspection services on an “as needed” basis. The City of Perris will have sole discretion regarding which plans and/or inspections will be conducted by the consultant



**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

**[Intentionally Left Blank]**

EXHIBIT "C"

**DGA Plan Check Fees  
City of Perris  
July 1, 2016**

<b>Alarm System</b>	<b>\$300</b>
<b>Suppression System</b>	
1. Sprinkler System- TI	\$275
2. Sprinkler System- New	\$450
3. Underground	\$425
4. Fire Pump	\$500
5. Engineer System	\$250
<b>Special Systems/Processes</b>	<b>\$350</b>
<b>Hazardous Material Disclosure</b>	<b>\$800</b>
<b>Architectural</b>	
1. Architectural- TI	\$350
2. Architectural- New	\$550
<b>Developmental Review</b>	<b>\$350</b>
<b>Administrative</b>	
1. Revision	\$200
2. Additional Review (Past 3rd submittal)	\$200
3. Expedited Plan Check (Per submittal)	\$150
4. Time & Material (Hourly Rate)	\$110

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

**[Intentionally Left Blank]**

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: July 12, 2016**

**SUBJECT:** Agreement for Code Enforcement Services between the City of Perris and the County of Riverside

**REQUESTED ACTION:** **Authorize** the City Manager to sign a contract with Riverside County to provide Code Enforcement Services

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

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**BACKGROUND/DISCUSSION:**

At the June 14, 2016 City Council meeting, staff was directed to provide a cost estimate for providing code enforcement services in-house. As well, the City Council requested that staff revise the County of Riverside Code Enforcement contract for a 6-month term rather than one year so that the City can look into the possibility of providing in-house code enforcement services. The County has provided a revised contract proposal for a 6-month term and a 90-day termination notice period. This would allow the City Council to revisit the County contract at the end of the 6-month term in December 2016. At that time, the City Council can either extend the County contract to the end of July 2017 or provide a 90-day termination notice if the City Council chooses to proceed with in-house code enforcement services.

The proposed County contract for a 9-month term, including a 90-day termination notice with an expiration date of March 15, 2017, is \$642,456. Staff also looked into costs if the City were to form an in-house Code Enforcement Division with similar staffing levels provided in the County's contract. The total annual start-up cost for an in-house Code Enforcement Division is approximately \$854,814.00. This includes 5 code enforcement officers, an aide, a supervisor, vehicle purchases, computer/software and annual training costs for the first year. The first year costs associated for vehicle and computer/software purchases is \$147,725.00.

Staff is recommending that the City Council consider and approve the attached proposal to continue services with Riverside County Code Enforcement for a 6-month term and a 90-day termination notice period. The City Council will revisit the contract in December 2016 to either extend the County contract to July 2017 or terminate County services and direct City staff to proceed with forming an in-house Code Enforcement Division.

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**BUDGET (or FISCAL) IMPACT:**

The cost of the proposed contract is \$642,456.00.

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**Prepared by:** Clara Miramontes, Director of Development Services

**City Attorney:** N/A  
**Assistant City Manager:** Ron Carr 

**Consent:** July 12, 2016

**Attachments:** Proposed Riverside County Code Enforcement Contract

**AGREEMENT FOR CODE ENFORCEMENT SERVICES BETWEEN THE COUNTY OF  
RIVERSIDE AND THE CITY OF PERRIS**

THIS AGREEMENT is made and executed effective this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the County of Riverside, California (hereinafter "COUNTY"), and the City of Perris, California (hereinafter "CITY"), as follows:

**RECITALS**

- A. CITY and COUNTY have previously entered into an agreement to provide code enforcement services to CITY and that agreement expires on June 30, 2016.
- B. CITY desires that COUNTY continue to provide certain code enforcement services on behalf of CITY.
- C. Such code enforcement services shall be provided by the Riverside County Code Enforcement Department (hereinafter "CODE ENFORCEMENT").
- D. COUNTY and CITY desire to define the scope of code enforcement services to be provided and the terms and conditions pursuant to which COUNTY will continue to provide said services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

**SECTION 1 - RECITALS INCORPORATED**

The foregoing recitals are incorporated herein and made a part of this Agreement by this reference.

**SECTION 2 - ADMINISTRATION**

The CODE ENFORCEMENT Official, or his designee, shall administer this Agreement on behalf of COUNTY (hereinafter "COUNTY'S contract administrator"). CITY manager, or his designee, shall administer this Agreement on behalf of CITY (hereinafter "CITY'S contract

administrator").

### SECTION 3 - SCOPE OF SERVICES

COUNTY shall provide the code enforcement services described in Exhibit "A" to this Agreement, which is incorporated herein by this reference. COUNTY shall comply with all CITY codes, ordinances, resolutions, regulations, and policies (hereinafter "CITY codes") in providing the code enforcement services on behalf of CITY. COUNTY shall work and consult directly with CITY and its staff in providing such services. COUNTY shall not be required to, and shall not, respond to any person or entity other than CITY concerning the code enforcement services it provides. CITY shall be responsible for responding to all such persons or entities as further set forth herein. This Agreement is related to CODE ENFORCEMENT services only and does not commit any other COUNTY agency to provide services and specifically does not include legal services.

### SECTION 4 - PERSONNEL

In providing the code enforcement services described in this Agreement, COUNTY and its staff shall be considered independent contractors and shall not be considered CITY employees for any purpose. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control. Neither CITY, nor its officials, officers, employees, or agents shall have control over the conduct of COUNTY or any of COUNTY'S officials, officers, employees, or agents except as set forth in this Agreement. COUNTY shall have no authority to bind CITY in any manner or to incur any obligation, debt, or liability of any kind on behalf of or against CITY, whether by contract or otherwise. COUNTY shall not at any time, or in any manner, represent that COUNTY or any of COUNTY'S officials, officers, employees, or agents are in any manner officials, officers, employees, or agents of CITY. COUNTY shall pay all wages, salaries, and other amounts due such personnel in connection with the code enforcement services to be provided pursuant to the terms of this Agreement and as required by law and COUNTY shall be responsible for any and all claims

made by such personnel, including but not limited to workers' compensation and personal injury. Neither COUNTY, nor any of COUNTY'S officials, officers, employees, or agents shall obtain any rights to retirement, health care, or any other benefits that may otherwise accrue to CITY'S employees. COUNTY expressly waives any claim COUNTY may have to any such rights. CITY may request a reassignment of a(n) employee(s), and COUNTY will reassign any COUNTY employee working under this Agreement, if for any reason the employee is incompatible with the direction CITY desires for its code enforcement program.

#### SECTION 5 - VEHICLES

If CITY chooses to provide vehicles for COUNTY'S use in providing professional services, the vehicles shall meet COUNTY'S specifications, shall be adequately equipped and ready for service, and shall be registered in the name of CITY. CITY-owned vehicles shall only be used for CITY-approved functions. Alternatively, if CITY-owned vehicles are not provided, COUNTY shall use its own vehicles and CITY shall agree to fuel COUNTY vehicles at CITY expense.

#### SECTION 6 - COST OF SERVICES

Exhibit "A" shows the total reimbursable cost to be paid by CITY to COUNTY on a nine (9) month basis for code enforcement services, excluding potential costs for any additional services requested by CITY and agreed to by COUNTY in writing. CITY shall provide office space for code enforcement services to be performed. CITY will not be charged for additional services beyond those set forth in Exhibit "A", unless agreed upon in writing by the parties.

#### SECTION 7 - BILLING

COUNTY'S contract administrator shall submit to CITY'S contract administrator a monthly invoice which shall include an itemized accounting of all services performed and shall reflect charges equaling 1/9th of the total cost for regular services performed, plus any Additional Services that may have been requested that month, as set forth in Exhibit A.

## SECTION 8 - PAYMENTS

CITY shall pay each monthly invoice within thirty (30) days of receipt by CITY'S contract administrator of an invoice from COUNTY'S contract administrator. CITY may dispute any monthly invoice by submitting a written description of the dispute to COUNTY'S contract administrator within ten (10) days of the date CITY'S contract administrator receives the invoice from COUNTY'S contract administrator. CITY may defer the payment of any portion of the invoice in dispute until such time as the dispute is resolved; however, all portions of the invoice not in dispute must be paid within the thirty (30)-day period set forth herein.

## SECTION 9 - RECORD MAINTENANCE

COUNTY shall maintain all documents and records relating to the implementation of this Agreement, including, but not limited to, any and all ledgers, books of account, invoices, vouchers, canceled checks, and other expenditure or disbursement documents. Such documents and records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the code enforcement services provided by COUNTY pursuant to this Agreement. Such documents and records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to public agency audits and expenditures.

## SECTION 10 - RECORD INSPECTION

All documents and records required to be maintained pursuant to Section 9 of this Agreement shall be made available for inspection, audit, and copying at any time during regular business hours upon the request of CITY'S contract administrator. Copies of such documents or records shall be provided directly to CITY'S contract administrator for inspection, audit, and copying when it is practical to do so; otherwise, such documents and records shall be made available at COUNTY'S address specified in Section 14 of this



Agreement.

**SECTION 11 - DUTY TO INFORM AND RESPOND**

CITY'S contract administrator shall promptly transmit to COUNTY'S contract administrator all inquiries, complaints, and correspondence that CITY receives concerning COUNTY'S code enforcement services that CITY'S contract administrator has knowledge of. COUNTY'S contract administrator shall promptly transmit to CITY'S contract administrator all inquiries, complaints, and correspondence that COUNTY receives in the course of providing code enforcement services. CITY shall be responsible for responding to all such inquiries, complaints, and correspondence. COUNTY will cooperate in such responses by providing relevant information requested by CITY.

**SECTION 12 - STANDARD OF PERFORMANCE**

COUNTY represents and warrants that it has the qualifications and experience necessary to properly perform the code enforcement services described in this Agreement. In meeting its obligations under this Agreement, COUNTY shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of COUNTY under this Agreement.

**SECTION 13 - PERMITS AND LICENSES**

After consultation with CITY, COUNTY shall obtain any and all permits, licenses, and authorizations necessary to perform the code enforcement services described in this Agreement.

**SECTION 14 - NOTICES**

Any notices required or permitted to be sent to either party shall be deemed given when personally delivered to the individuals identified below or when addressed as follows and deposited in the U.S. Mail, postage prepaid:

County of Riverside

City of Perris

Code Enforcement Department  
4080 Lemon Street, 12<sup>th</sup> Floor  
Riverside, CA 92502  
Attention: Code Enforcement Official

101 N. D Street  
Perris, CA 92570  
Attention: Richard Belmudez  
City Manager

#### SECTION 15 - OWNERSHIP OF DATA

Ownership and title to all reports, documents, plans, specifications, and estimates produced or compiled pursuant to this Agreement shall automatically be vested in CITY and become the property of CITY. CITY reserves the right to authorize others to use or reproduce such materials and COUNTY shall not circulate such materials, in whole or in part, or release such materials to any person or entity other than CITY without the authorization of CITY'S contract administrator.

#### SECTION 16 – CONFIDENTIALITY OF RECORDS

COUNTY shall observe all applicable federal and state laws concerning the confidentiality of records. All information gained or work product produced by COUNTY pursuant to this Agreement shall be considered confidential, unless such information is subject to disclosure pursuant to any federal or state law as determined by CITY. COUNTY'S contract administrator shall promptly notify CITY'S contract administrator when COUNTY receives a request for release or disclosure of information or work product. COUNTY shall not release or disclose information or work product to persons or entities other than to CITY. Any request for release of records pursuant to the California Public Records Act shall be immediately forwarded to CITY'S contract administrator. CITY shall be solely responsible for providing the appropriate response to the person or entity making the request. COUNTY shall assist CITY, if so requested by CITY, with gathering any records CITY deems appropriate for release.

#### SECTION 17 - INDEMNIFICATION

Indemnification by COUNTY. Except as provided below in the paragraph entitled "Special Circumstances," COUNTY shall indemnify, defend, and hold harmless CITY, its officials,

officers, employees, and agents from all claims and liability for loss, damage, or injury to property or persons, including wrongful death based on COUNTY'S willful misconduct arising out of or in connection with the performance of professional services under this Agreement including, without limitation, the payment of attorney's fees.

Indemnification by CITY. CITY shall indemnify, defend, and hold harmless COUNTY, its officials, officers, employees, and agents from all claims and liability for loss, damage, or injury to property or persons, including wrongful death based on CITY'S willful misconduct arising out of or in connection with the performance of professional services under this Agreement including, without limitation, the payment of attorney's fees.

Special Circumstances. Notwithstanding the above, COUNTY shall not indemnify, defend, and hold harmless CITY, its officials, officers, employees, and agents, and CITY shall indemnify, defend, and hold harmless COUNTY its officials, officers, employees, and agents, from all claims and liability resulting from any of the following:

1. The invalidity of CITY'S codes;
2. How CITY decides to address, or prioritize actions addressing, alleged violations of CITY'S codes; and
3. CITY'S failure to provide pertinent information as provided in Sections 11 and 16 of this Agreement.

Notification and Cooperation. The parties mutually agree to notify each other through their respective contract administrators if they are served with any summons, complaint, discovery request, or court order (hereinafter "litigation documents") concerning this Agreement and the code enforcement services provided hereunder. The parties also mutually agree to cooperate with each other in any legal action concerning this Agreement and the code enforcement services provided hereunder. Such cooperation shall include each party giving the other an opportunity to review any proposed responses to litigation documents. This right of review does not, however, give either party the right to control, direct, or rewrite the proposed responses of the other party.

## SECTION 18 - INSURANCE

The parties agree to maintain the types of insurance and liability limits that are expected for entities of their size and diversity. The types of insurance maintained and the limits of liability for each insurance type shall not limit the indemnification provided by each party to the other. If CITY chooses to provide vehicles for COUNTY'S use, CITY shall maintain liability insurance for CITY-owned vehicles and insurance for any physical damage to CITY-owned vehicles in an amount equal to the replacement value of all vehicles provided. The vehicle policies shall, by endorsement, name COUNTY, its agencies and departments, and their respective officials, officers, employees, and agents as additional insured's. COUNTY shall maintain liability insurance for COUNTY-owned vehicles used in performing services under this Agreement and insurance for any physical damage to COUNTY-owned vehicles in an amount equal to the replacement value of all vehicles used. It is understood by the parties that COUNTY may provide insurance through a program of self-insurance.

## SECTION 19 - ASSIGNMENT

The expertise and experience of COUNTY are material considerations for this Agreement. CITY has an interest in the qualifications and capabilities of the persons that COUNTY will use to fulfill its obligations under this Agreement. In recognition of that interest, COUNTY shall not assign or transfer this Agreement, in whole or in part, or the performance of any of COUNTY'S obligations under this Agreement without the prior written consent of CITY'S contract administrator. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including summary termination of this Agreement.

## SECTION 20 - IMMUNITIES

Nothing in this Agreement is intended to nor shall it impair the statutory limitations and/or immunities applicable or available to the parties under state laws and regulations.

#### SECTION 21 - MODIFICATIONS

This Agreement may be amended or modified only by mutual agreement of the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

#### SECTION 22 - WAIVER

Any waiver by a party of any breach of one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of either party to require exact, full and complete compliance with any terms of this Agreement shall not be construed as changing in any manner the terms hereof, or stopping that party from enforcing the terms hereof.

#### SECTION 23 - SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

#### SECTION 24 - TERM

This Agreement shall become effective on July 1, 2016, and shall remain in effect for nine (9) months, terminating March 31, 2017. This Agreement may be terminated by CITY at any time with ninety (90) days written notice to COUNTY or may be terminated by COUNTY at any time with ninety (90) days written notice to CITY. This Agreement may be extended for up to an additional twelve (12) months if the parties, through their respective governing bodies, mutually agree to the extension in writing and mutually agree on the rates to be charged for code enforcement services.

#### SECTION 25 - ENTIRE AGREEMENT

This Agreement is intended by the parties as a final expression of their understanding with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings, written or oral.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**BOARD OF SUPERVISORS:**

**CITY COUNCIL:**

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

Marion Ashley  
Chairman, Riverside County Board of  
Supervisors

Daryl R. Busch  
Mayor, City of Perris

**ATTEST:**

**ATTEST:**

**CLERK OF THE BOARD:**

**CITY CLERK:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Kecia Harper-Ihem  
Clerk of the Board, Riverside County

Nancy Salazar  
City Clerk, City of Perris

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

Karin Watts-Bazan

Eric Dunn

Principal Deputy County Counsel,

City Attorney, City of Perris

Riverside County

Exhibit A

1. The following positions and overhead shall be provided by COUNTY for the initial term of the Agreement for the costs as shown:

**FY 16/17 Budget  
(07/01/16 – 03/31/17)**

(1) Code Enforcement Supervisor	\$126,935
(1) Senior Code Enforcement Officer	\$120,268
(1) Code Enforcement Officer III ¾ time	\$ 84,644
(1) Code Enforcement Officer III	\$102,127
(1) Code Enforcement Officer II	\$ 88,104
(1) Code Enforcement Technician	\$ 59,665
(1) Code Enforcement Aide	\$ 50,223
Contract Administration	\$ 18,750
Cost for (6) Vehicles (Fuel Provided by City)	<u>\$ 29,533</u>
<b>Total Contract</b>	<b>\$680,249</b>

2. The following Code Enforcement Services will be provided:

- Saturday service for one (1) Code Enforcement Officer
- Conduct community outreach programs to educate public on code enforcement matters
- Accept and investigate citizen complaints of code violations
- Enforce all of CITY'S municipal codes
- Issue Notice of Violations to code violators in accordance with CITY'S municipal code, including proper noticing.
- Issue citations in accordance with CITY'S municipal code



NOTE: Processing of citations, including processing of citation appeals, is not part of COUNTY function under this Agreement. (This is generally contracted to an outside vendor)

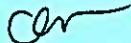
- **Oversee abatements of hazardous conditions within CITY, including proper noticing**
  - **Prepare case files for presentation to City Attorney for cases requiring litigation**
  - **Respond to all code violations in a timely manner**
3. **The parties agree, CODE ENFORCEMENT officers assigned to work in unincorporated areas adjacent to CITY may assist officers assigned to CITY as needed and agreed upon by the contract administrators. Conversely, officers assigned to CITY may assist CODE ENFORCEMENT officers working in unincorporated areas adjacent to CITY as needed and agreed upon by the contract administrators. Such arrangements shall be memorialized in writing by the contract administrators, which shall identify the work outside of the normal assignment area and the estimated cost. These assignments will be billed on an hourly reimbursement basis according to the rates set forth herein.**
4. **Additional Services may be provided as follows, upon written request by CITY (electronic mail, E-MAIL, will be considered written request):**
- **CODE ENFORCEMENT may assist CITY in amending or creating ordinances to provide efficiencies and savings within the current process.**
  - **CODE ENFORCEMENT is available to assist CITY with mutually agreed upon special projects.**

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: July 12, 2016**

**SUBJECT:**                           **Extension of Time No. 16-05110 for Tentative Tract Map 31304,**  
located at the northeast corner of McPherson Road and River Road.  
Applicant: Jennifer Chung, Pacific Communities Builders, Inc

**REQUESTED ACTION:**           **APPROVE** a one year Extension of Time (EOT 16-05510) for Tract Map  
31304, until May 25, 2017, to subdivide 40 acres into 123 residential lots  
for single family residential development.

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

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**BACKGROUND/DISCUSSION:**

On May 25, 2004, the City of Perris City Council approved Tentative Tract Map 31304 (03-0241) subject to the enclosed Conditions of Approval for a two-year period, expiring on May 25, 2006. Tentative Tract Map 31304 is located at the northeast corner of McPherson Road and River Road and consists of a subdivision of 40 acres into 123 residential lots.

On May 9, 2006, The City of Perris City Council approved extension of time (06-0075) for the first of a possible five extensions for Tentative Tract Map 31304. The Council then approved a second extension of time (07-0127) on May 8, 2007. The Council then approved the third extension of time (08-07-0011) on August 26, 2008. The applicant is now requesting the City Council approve the fourth extension.

Due to market conditions, the applicant requests an extension of time, as permitted by the Subdivision Map Act. If approved, Tentative Tract Map 31304 will expire May 25, 2017. If the subject map is not recorded prior to that date, a new extension request must be filed and approved by the City Council.


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

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**PREPARED BY:**                   Ilene Lundfelt, Associate Planner

City Attorney:                    N/A

Assistant City Manager:       Ron Carr 

Attachments:                    Conditions of approval of Tract Map 31304, Tract Map 31304 Exhibit

**Consent:**                         July 12, 2016

**Public Hearing:**

**Business Item:**

**CITY OF PERRIS  
COMMUNITY DEVELOPMENT DEPARTMENT**

**CONDITIONS OF APPROVAL**

**TENTATIVE TRACT MAP NUMBER 31304 (PLANNING CASE #03-0241)**

**May 25, 2004 (REVISED FOR CITY COUNCIL)**

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***PROJECT:** A proposal to divide 40.4 acres into 123 residential lots for detached, single-family residential development in the R-7 zone with an average lot size of 10,138 square feet. The project is located at the northeast corner of Mountain Avenue and McPherson Road.*

***APPLICANT:** Riverside Valley Land Company*

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- 1. Approval Period.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Department of Planning and Community Development at least thirty (30) days prior to the expiration of Tentative Map approval.
- 2. Approved Plans.** This approval is granted to subdivide a 40.4-acre property into 123 residential lots, two open space lots, and one detention basin. The Final Map shall be substantially as shown on the Tentative Tract Map, prepared by San Dieguito Engineering, for Riverside Valley Land Company, dated March 11, 2004, and consisting of one (1) sheet, except as may be modified by the conditions of approval contained herein.
- 3. City Codes.** The project shall comply with all disabled access requirements of the American with Disabilities Act and title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including all of the following R7 zoning district regulations:
  - Minimum Lot Size: 6,000 square feet
  - Maximum Lot Coverage: 40 percent
  - Minimum Lot Width: 60 feet
  - Minimum Lot Depth: 100 feet
  - Minimum Lot Frontage: 60 feet
  - Minimum Lot Frontage (cul-de-sac/knuckle): 45 feet

4. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the in the Conditions of Approval dated March 24, 2004.
5. **Building Official/Fire Marshall.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshall. Fire hydrants shall be located on the project site pursuant to the Building Official. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official.
6. **Required Approvals.** Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:
  - a. Verification from the Planning Department that all pertinent conditions of approval have been met, including any Administrative Development Plan Review approvals, as mandated by the Perris Municipal Code;
  - b. Planning Commission approval of all proposed street names;
  - c. Any other required approval from an outside agency.
7. **Plans and CC&Rs.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:
  - a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18 (see also Conditions 10 and 22).
  - b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Department of Planning and Community Development and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.
  - c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

8. **Army Corps of Engineers.** Prior to approval of Final Map, submit a copy of the U.S. Army Corps of Engineers 404 Permit for any fill within jurisdictional waters.
9. **Water Resources Control Board.** Prior to issuance of building permits, supply a copy of the State Water Resources Control Board permit letter with WDID number.
10. **Street Improvements.** Developer shall design and install street improvements according to the following parameters:

***Interior Streets.*** Interior streets shall be designed according to standard specifications for "Local Streets" as indicated on Figure 4.1 of the City of Perris Circulation Element.

***McPherson Road.*** The centerline of this street is astride the City/County boundary, with the east half of the street in the City of Perris and the west half in Riverside County. Accordingly, the east half of this street shall be designed as a "Collector Street," with 22-foot paved from centerline to face of curb, 6-feet from face of curb to back of sidewalk, and 5-feet of landscaping. The east half of the street shall include a minimum of 12-foot paved surface from centerline or as otherwise required by Riverside County.

***David Jones Road.*** This street shall be designed according to standard specifications for "Local Streets," with full street improvements on the south side of the street and half street improvements to the north. Accordingly, the south side of the street shall include 20-foot of paved surface from centerline to face of curb, six feet to the back of side walk, and four feet of landscaping. The northern half of the street shall include 12-foot of paved surface. Street improvements shall terminate in a "dead end," at a point approximately equal to the rear property line of Lot 1. The applicant shall construct a barrier at this location to discourage vehicular access to the 2.03-acre open space area (Lot 129).

***Mountain Avenue.*** This street shall be designed according to standard specifications for "Secondary Arterials," with a painted median. The northern portion of the street (adjacent to the project site) shall be designed with 7-foot from centerline to edge of painted median and 28-foot of drivable surface from edge of median to face of curb. Required improvements on the southern half of the street include 7-foot from centerline to edge of painted median and 14-foot of drivable surface. The applicant shall construct appropriate transitions into existing pavement at the east and west ends of Mountain Avenue. The applicant shall pave a six-foot asphalt sidewalk on the north side of this street, from the project site to the nearest paved walkway, to provide a safe means of pedestrian access to school site at the corner of Mountain Avenue and "A" Street.

***Mapes Road.*** The applicant shall improve Mapes Road, from Sunny Sands Drive to "A" Street, with 30' of new paving (minimum 3" asphalt over 6" CL II Base).

**11. Storm Water Facilities.** The applicant shall construct a 16,883 square foot storm water detention basin at the extreme southeast corner of the project site. The detention basin must be installed and operational prior to occupancy of the first unit. The storm water channel shall be landscaped according to Conditions 12 and 13 (below).

**12. Landscaping** The Final Landscape Plans shall be substantially as shown on the Conceptual Landscape Plans, except as may be modified by the conditions of approval contained herein.

Prior to issuance of building permits, developer shall submit three copies of construction level Landscape and Irrigation Plans to the Community Development Department, with the appropriate filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, genus species, and size of the plants. Plants shall be consistent with Section 19.70 of the Perris Municipal Code. The cover page shall identify total square footage of the landscaped area and note that it shall be maintained in accordance with Section 19.70 of the City Code. Water efficient fixtures and drought tolerant plants shall be used where feasible. Required landscape areas include front-yards for all lots, the 16,883 square foot detention basin, and streetscapes on the project side of Mountain Avenue, McPherson Road and David Jones Road.

**13. Landscaping of Detention Basin.** The grading, fencing, plant material, irrigation, and other aspects of landscape design shall integrate the detention basin into the residential neighborhood. Fencing shall consist of high-quality tubular steel or decorative wrought iron material that does not obstruct views into or through these facilities. Fencing at the detention basin shall be setback 10-20 feet from the street right of way to form a streetscape that is consistent with single-family residential uses. Adequate transitions shall be provided to block walls on Lots 15 and 17. Plant material on the street-side of the fence shall include species used in front-yards throughout the project, to further integrate this facility into the neighborhood. Landscaping within the detention basin may include species that are endemic to aquatic environments.

**14. Landscape Inspections.** The project applicant shall be aware and inform the on-site project or construction manager and the landscape contractor of their responsibility to call for landscape inspections. A minimum of three (3) landscape inspections are required in the following order, and the landscape inspection card shall be signed by the City's landscape inspector to signify approval at the following stages of landscape installation:

- a. At installation of irrigation equipment, when the trenches are still open;
- b. After soil preparation, when plant materials are positioned and ready to plant; and,
- c. At final inspection, after all plants are installed and the irrigation system is fully operational.

15. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit for and obtain approval of a block wall/wood fence plan. At a minimum, this plan shall include the following items:
  - a. A six-foot high, decorative block wall around the perimeter of the project site and along entry drives into the tract;
  - b. A six-foot high, decorative block wall/tubular steel fence on all side or rear property lines adjoining a public street or storm water detention basin; and,
  - c. Six-foot high, vinyl or recycled plastic fences on side and rear property lines throughout the remainder of the project.
16. **Underground Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 115kv or higher.
17. **Fees.** The developer shall pay the following fees according to the timeline noted herein:
  - a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
  - b. Prior to the issuance of building permits, the applicant shall pay Development Impact Fees in effect at the time of development. The approved dedication of 2.3 acres of open space shall not result in any credit against these fees;
  - c. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to appropriate school districts; and,
  - d. The applicant shall pay any outstanding development processing fees.
18. **Administrative Development Plan Review.** Prior to recordation of the Final Tract Map, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of architecture, plotting, conceptual landscape and fencing of all production units within the tract. The applicant shall also include at least one single-story product type with the application submittal. Single-story units shall be plotted at corner lots and at regular intervals throughout the tract (i.e., every fourth or fifth unit).

- 19. Compliance with Environmental Mitigation.** The developer shall comply with the following Mitigation Measures identified in the Initial Study:
- a. *Mitigation Measure 1.c.1:* Prior to issuance of grading permits, the developer shall perform a site survey and relocate all burrowing owls occupying the project site. Passive relocation involves: (1) Construction of an artificial burrow for use by the resident animals, with the new burrow in a location that is permanently set aside from development; (2) Monitoring the burrow to identify when the animals are not present; (3) Excavate the burrow to prevent reuse by the animals; and (4) Construct the new burrow one week before the old one is excavated. This is to ensure the animals find and use the new burrow. The new burrow should be monitored for two weeks after construction to determine if animals are using it.
  - b. *Mitigation Measure 7.a.1:* Prior to issuance of building permits, the developer shall pay a Stevens Kangaroo Rat Habitat Conservation Plan fee. Implementation of this plan will decrease the effects of cumulative development patterns on the species.
  - c. *Mitigation Measure 7.a.2:* A focused burrowing owl survey shall be conducted at least 30 days prior to grading activities. The survey shall be conducted according to the methodology recommended by the Burrowing Owl Consortium. Passive relocation, according to the provisions of Mitigation Measure 1.c.1, is required for any animals that may inhabit the project site.
  - d. *Mitigation Measure 7.a.3:* The project is subject to Multiple Species Habitat Conservation Plan (MSHCP) fees in the amount of \$1,651 per dwelling unit.
- 20. Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m., on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g., interior painting) are not subject to these restrictions.
  - b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area and acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction, as feasible.



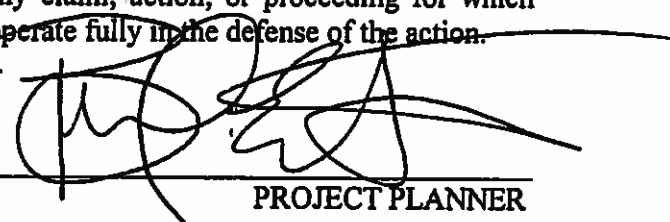
- c. Construction routes are limited to City of Perris designated truck routes.
  - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, or transportation of cut or fill materials to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the late morning, after work is completed for the day, and whenever wind exceeds 15 miles per hour.
  - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
21. **Energy Conservation.** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (to the extent feasible):
- Low NO<sub>x</sub> water heaters per specifications in the Air Quality Attainment Plan;
  - Heat transfer modules in furnaces;
  - Light colored water-based paint and roofing materials;
  - Passive solar cooling/heating; and,
  - Energy efficient appliances and lighting.
- Prior to issuance of building permits, the applicant shall provide a summary accounting of the measures used to satisfy this condition.
22. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation, and enhanced landscaping at the Mountain Avenue entrance to the tract. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Community Development Department.
23. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Community Development Department and the Police Department.
24. **Phasing.** The Final Tract Map may be recorded in multiple Phases. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots.
25. **Assessment Districts.** Prior to recordation of the Final Map, the developer shall annex into the Landscape Maintenance District and post an adequate maintenance performance bond to be retained by the City. The developer shall also annex the project into the Street

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Lighting and Park Maintenance Districts of the City of Perris.

26. **Residential Use and Development Restrictions.** The physical development of all lots shall be reviewed and approved by the city. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any sales trailer or a model home shall require separate review and approval by the City.
27. **Disclosure Statement.** Developer shall record a disclosure on each lot bordering parcel 129 and provide a disclosure to the purchaser of these lots, that this area is within the 100-Year Flood Zone and is subject to flooding. Developer shall provide an acknowledgement of this disclosure by each purchaser to the City.
28. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.

May 25, 2004  
APPROVAL DATE



PROJECT PLANNER



# **CITY OF PERRIS**

**DEPARTMENT OF ENGINEERING**  
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200  
TEL.: (909) 943-6504 FAX: (909) 943-8416

**HABIB MOTLAGH, CITY ENGINEER**

## **CONDITIONS OF APPROVAL**

**P8-672**

**March 24, 2004 (Revised April 2, 2004)(Revised May 5, 2004)**

**Tract # 31304 (Case # P03-0276)**

With respect to the Conditions of Approval for the above referenced Tentative Land Division Map, the City of Perris requires that the land divider provide the following street improvements and/or road dedication in accordance with the City of Perris Municipal Code title 18. It is understood that the Tentative Map correctly shows all existing easements, traveled ways and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following Conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the Conditions for a complete design of the improvements. All questions regarding the true meaning of the Conditions shall be referred to the City Engineer's office.

The required improvements shall be completed or a Performance Security in lieu thereof shall be posted in accordance with City of Perris Ordinances prior to recordation of the final map.

1. This site presently receives sheeting storm runoff from the northwest. These flows are directed easterly towards Mountain Avenue wash.

Drainage and Flood Control Facilities and Improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation and the City of Perris as follows;

2. This tract is located within the limits of the Perris Valley Area Drainage Plan for which drainage fees have been adopted by the City. Prevailing applicable drainage fees shall be paid to the City as part of the filing for record of the subdivision final map.

- a. Development of this property shall be coordinated with the development of adjacent properties to ensure that watercourses remain unobstructed and storm waters are not diverted from one watershed to another. This may require the construction of temporary drainage facilities or offsite construction grading.
- b. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows, if any, onto the adjacent property. A copy of the drainage easements shall be submitted to the City for review prior to its recordation.
- c. The 10-year storm flow shall be contained within the curb and the 100-year storm flow shall be contained within the right-of-way. The project grading shall be in a manner to perpetuate the existing conditions and accept the offsite runoff and convey to an adequate outlet as determined by the City.
- d. New buildings constructed on this site shall have finish floors elevated a minimum of 12 inches above the 100-year flood level of the Perris Valley Storm Drain Channel.
- e. The incremental increase in runoff between developed stage (100-year) shall outlet to adequate drainage facilities as determined by City.
- f. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.
- g. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.
- h. Onsite retention / detention basin (Lot 16) per Tentative Tract map shall be provided. The basin shall be designed and built to comply with Water Quality Standards and shall be properly landscaped and screened as determined by Planning and Public Works Department. Fence and adequate access shall be provided for maintenance of these facilities.

- i. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements.
3. Nuisance drainage pipes and catch basins (minimum 18" pipe) to eliminate the nuisance irrigation and rain runoff in the x-gutter shall be installed at intersections as shown on tentative map and at the following locations:
  - a. Intersection of David Jones Road and Saline Road (Lot D)
  - b. Intersection of Mountain Avenue and Saline Road (Lot D)
4. Sufficient right-of-way along Mountain Avenue shall be dedicated for public use to provide for a 47', ½-width right-of-way. Mountain Avenue from McPherson Road intersection to east tract boundary shall be improved with concrete curb and gutter, located 35' north of centerline and 14' wide full width painted median, 7' on both sides of centerline. Mountain Avenue from McPherson Intersection to the east tract boundary on the south shall be improved with minimum of 14' new paving, beyond the 7' painted median. Concrete sidewalk shall be installed adjacent to the curb on the north side and landscaping as approved by the Planning Department. Mountain Avenue from projects easterly boundary up to existing pavement shall be improved with a minimum of 30' wide paving including installation of 10-year crossing at the wash.
5. Sufficient right-of-way along McPherson Road shall be dedicated for public use to provide for a 33' ½-width right-of-way. McPherson Road from the intersection of Mountain Avenue to the north tract boundary on the east side shall be improved with concrete curb and gutter, located 22' east of centerline. McPherson Road on the west side of centerline within same reach shall be improved with minimum of 12' new paving. Any work within Riverside county requires an encroachment permit.
6. Sufficient right-of-way and improvements along David Jones Road shall be required to provide for 30' of new paving, curb and gutter and sidewalk located 20'south of centerline and 12' of new paving on the north side of centerline.
7. Mapes Road from Sunnysands Drive to "A" Street shall be improved with 30' of new paving (minimum section 3" asphalt over 6" CL II Base).
8. All interior streets shall be improved with 40' of paving, curb and gutter located 20' on either side of centerline within 60' dedicated right-of-way.

9. 6' wide concrete sidewalk and handicap ramps shall be installed throughout to project as per ADA standards and requirements.
10. The proposed development is in the service area of Eastern Municipal Water District. The developer shall make arrangements with Eastern Municipal Water District to provide water and sewer services to each lot. The connection to existing city sewer main located at Mountain Avenue and River Road will be subject to availability of capacity and payment of City's monthly service charges for total number of units in this development for sewer maintenance in addition to EMWD's regular charges.
11. The developer shall be responsible for maintenance and upkeep of all common landscaped areas and drainage facilities, one year after acceptance of street improvements by the City. A cash deposit or letter of credit, as determined by the City Engineer to guarantee maintenance for a period of one year shall be deposited with the City prior to recordation of the final map. Consent waiver forms shall be executed for annexation to Street Lighting, Landscaping and Flood Control Districts for upkeep and maintenance of these facilities prior to issuance of grading permit.
12. Prior to issuance of grading permit, the developer shall obtain NPDES permit and prepare the SWPPP.
13. Street lights shall be installed along all interior streets, Mountain Avenue and McPherson Road and David Jones Road as approved by the City Engineer per Riverside County and Southern California Edison standards.
14. The street, drainage, grading and erosion control, signage and striping, street lighting, water and sewer plans, final map and hydrology and hydraulic calculation shall be submitted to the City for review and approval.
15. Minimum street grade shall be 0.40% minimum centerline radius shall be 300 feet, unless otherwise approved by the City Engineer.
16. Existing power poles fronting this site (if any) shall be undergrounded.
17. Access shall be restricted along Mountain Avenue, McPherson road and David Jones Road except as shown on tentative map and so noted on the final map.

18. Prior to approval of improvement plans, an encroachment permit from Riverside County Transportation Department and Riverside County Flood Control shall be obtained for any work within their right-of-way.
19. Additional pavement transition, striping, and signage shall be installed as required at all intersections as directed by the City Engineer.
20. In the event the City Council establishes a CFD or assessment to finance the ongoing maintenance of onsite street improvements prior to recordation of the final map, this project shall be required to join such district.
21. Vacation of existing access and other easements shall be subject to approval of effected property owners and utility clearance.

*Habib Motlagh*

Habib Motlagh  
City Engineer



IN THE CITY OF PERRIS, CALIFORNIA  
**TENTATIVE TRACT NO. TTM 31304**



THE TRACT DESCRIBED IN THIS PLAN IS THE PROPERTY OF JOHN C. GREGG & X, A LIMITED LIABILITY COMPANY, AND IS BEING OFFERED FOR SALE IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, CHAPTER 462, CIVIL CODE, CALIFORNIA. THE TRACT IS BEING OFFERED FOR SALE IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, CHAPTER 462, CIVIL CODE, CALIFORNIA. THE TRACT IS BEING OFFERED FOR SALE IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, CHAPTER 462, CIVIL CODE, CALIFORNIA.

**MONUMENT MAP**  
 TTP, ROAD SECTION FOR DAVID JONES, JR.  
 TTP, ROAD SECTION FOR JOHN C. GREGG & X  
 TTP, ROAD SECTION FOR MOUNTAIN AVE.

SAN DIEGO COUNTY ENGINEERING, INC.  
 (619) 594-1100

FILE NO. 087



**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: July 12, 2016**

**SUBJECT:** Renewal of a Contract Services Agreement with ESGIL Corporation for Building Plan Review Services

**REQUESTED ACTION:** Authorize the City Manager to renew a Contract Services Agreement with ESGIL Corporation for Building & Fire Plan Review Services

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

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**BACKGROUND/DISCUSSION:**

Staff is recommending that the City continue contract services for Building & Fire Plan Review Services with ESGIL Corporation. The City has a need to outsource some of the larger and more complex commercial and industrial plan reviews. In order to further expedite and assist the development community with the plan review process, staff is recommending that ESGIL Corporation be directly contracted by the City. This would allow the City to perform Plan Reviews in a timelier basis

Staff recommends that the City Council authorize the City Manager to execute a Contract Services Agreement with ESGIL Corporation to directly contract for Plan Reviews Services until August 11, 2017. Renewal of the contract will be required before the expiration date. Costs for this contract have already been budgeted for the 2016-2017 fiscal year and all Plan Review Services are paid by the developer for services rendered at such time the plans are submitted for review. The contract has been reviewed by the City Attorney.

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**FISCAL IMPACT:**

Cost for services will not impact our General Fund. Services will be charged to the applicant at the time of Building plan check submittals.

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Prepared by: David J. Martinez, Interim Building Official/Fire Marshal

City Attorney: N/A  
Assistant City Manager: Ron Carr 

Attachments: Contract Services Agreement, Scope of Work (Exhibit A), Schedule of Compensation (Exhibit C)

**Consent:** July 12, 2016

**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR**  
**BUILDING PLAN REVIEW SERVICES**

This Contract Services Agreement ("Agreement"), is made and entered into this 12<sup>th</sup> day of July, 2016, by and between the City of Perris, a municipal corporation ("City"), and ESGIL Corporation, a California Corporation. The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

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

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such

extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of three hundred thousand dollars and no cents (\$300,000.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice.

Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### **3.0 PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than July 13, 2016.

### **4.0 COORDINATION OF WORK**

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

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the



representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

## 5.0 INSURANCE AND INDEMNIFICATION

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

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

(b) Workers' Compensation Insurance. A policy of workers' compensation

Insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

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

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

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

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

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

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

## 5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a

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

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## **6.0 RECORDS AND REPORTS**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **7.0 ENFORCEMENT OF AGREEMENT**

**7.1 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

**7.2 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

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

**7.4 Termination Prior to Expiration of Term.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

**7.5 Completion of Work After Termination for Default of Consultant.** If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.



7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

## **9.0 MISCELLANEOUS PROVISIONS**

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Richard Belmudez, City Manager

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Eric L. Dunn, City Attorney

"CONSULTANT"

ESGIL CORPORATION,  
9320 Chesapeake Drive, Suite 208  
San Diego, CA. 92123

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

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

[END OF SIGNATURES]

**EXHIBIT "A"**

**SCOPE OF SERVICES**

1. Perform traditional preliminary plan review consultations in EsGil Corporation's main office by meetings or by telephone.
2. Perform traditional initial plan review of submitted plans to determine compliance with City adopted:

Title 24

Building Code

Fire Code

Plumbing Code

Mechanical Code

Electrical Code

Green Code

Energy Conservation

Disabled Access

3. Provide the applicant's designee and the City a typed list of items needing clarification or change to achieve conformance with the above regulations.
4. Perform all necessary liaison with the applicant's designee by telephone, fax, mail, e-mail or meeting in EsGil's main office, and perform all necessary rechecks to achieve conformance to the regulations.
5. Perform all necessary liaison with the Building Official or his designee, by mail, e-mail, telephone, fax, or in EsGil's main office regarding any discretionary code issues.

6. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.

7. Perform extra work when requested in writing by the City.

This contract is for plan check and inspection services on an “as needed” basis. The City of Perris will have sole discretion regarding which plans and/or inspections will be conducted by the consultant

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**[Intentionally Left Blank]**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

**FEES**

**ESGIL CORPORATION PLAN REVIEW SERVICE FEE  
TO REVIEW FOR COMPLIANCE WITH ADOPTED BUILDING, ELECTRICAL,  
MECHANICAL, AND PLUMBING CODES**

**FEE TABLE**

<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>
\$1.00 to \$500.00	\$10.58
\$501.00 to \$2,000.00	\$10.58 for the first \$500.00 plus \$1.37 for each additional \$100.00, or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$31.13 for the first \$2,000.00 plus \$6.30 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$176.03 for the first \$25,000.00 plus \$4.55 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$289.78 for the first \$50,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$447.28 for the first \$100,000.00 plus \$2.52 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$1,455.28 for the first \$500,000.00 plus \$2.14 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$2,525.28 for the first \$1,000,000.00 plus \$1.42 for each additional \$1,000.00, or fraction thereof.

This fee includes:

- Preliminary consultation by phone, fax, mail or meeting in EsGill's office.
- Typed lists of code deficiencies provided to the designer and jurisdiction for all initial reviews and rechecks.
- All required rechecks of corrections.
- All liaisons with UCSD staff on discretionary items and appeals.
- All overtime necessary to meet agreed service times.
- Telephone recheck conference or in person recheck conferences with all plan review engineer disciplines.
- Arrangement for delivery of plans to jurisdiction.

Proposed revisions to plans or deferred submittals after completion of plan review will be reviewed at our preferred hourly rates as listed below:

**EsGil Corporation Hourly Rates**

Supervising Structural Engineer	\$135.00
Structural Engineer	\$120.00
CASP / LEED Plans Examiner	\$120.00
Civil Engineer	\$105.00
Electrical Engineer	\$105.00
Mechanical Engineer	\$105.00
I.C.C. Plans Examiner	\$90.00

**SCHEDULE OF PERFORMANCE**

[Intentionally Left Blank]



## ESGIL FIRE FEES

	S.F.	EsGil's Fee
<b><u>SPRINKLERS</u></b>		
≤	1,000	\$ 130.00
≤	5,000	\$ 200.00
≤	12,500	\$ 250.00
≤	25,000	\$ 375.00
≤	125,000	\$ 625.00
Each additional	125,000	\$ 375.00
<b>Sprinkler Underground</b>		<b>Hourly</b>
<b><u>FIRE ALARM SYSTEMS</u></b>		
≤	5,000	\$ 260.00
≤	10,000	\$ 400.00
Each additional	10,000	\$ 250.00
<b><u>HOOD SYSTEMS</u></b>		
Single	1	\$ 125.00
First of Multiple	2	\$ 200.00
Each additional	Add	\$ 100.00
<b><u>SPRAY BOOTH SYSTEMS</u></b>		
NFPA 17 1 - 500 sf		\$ 300.00
Each additional 500 sf		\$ 300.00
<b><u>Fire Review **</u></b>		
	<b>\$.05 / s.f.</b>	<b>\$200 min.</b>
<b>ITEMS NOT INCLUDED ABOVE</b> (Fire Access, High-Piled Storage, Hazardous Materials, etc.)		<b>Hourly \$90/hr.</b>


\*\* This fee applies to projects where EsGil Corporation is asked to review a project for all applicable Fire Code requirements.

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: July 12, 2016

**SUBJECT: Tolling Agreement with the Western Riverside County Regional Conservation Authority related to MSHCP fees on Civic and Infrastructure Projects**

**REQUESTED ACTION:** That the City Council approve and authorize the Mayor to execute the Tolling Agreement

**CONTACT:** Eric Dunn, City Attorney 

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**BACKGROUND/DISCUSSION:**

The Western Riverside County Regional Conservation Authority ("RCA") collects the MSHCP fees imposed by member agencies, including the City of Perris. During recent audits RCA discovered that the City had not paid an MSHCP fee for the Mercado Park project. This is because the City's MSHCP fee the ordinance includes an exemption for City projects outside the "Criteria Areas" of the MSHCP. The model ordinance adopted by the RCA did not include such an exemption, and the RCA's position is that MSHCP fees must be paid on civic/infrastructure projects.

The RCA's Executive Committee asked the RCA's General Counsel to contact jurisdictions with disputed MSHCP fees and request tolling agreements, while the staffs of each agency work on resolving the issue. The attached tolling agreement would defer any potential litigation by extending the applicable statute of limitations while the tolling agreement is in effect.

The form of the tolling agreement is attached. If approved by the City Council, the City Attorney's office will finalize the tolling agreement for execution. If any substantive changes are required the tolling agreement will be brought back to the City Council for further consideration.

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**BUDGET (or FISCAL) IMPACT:**

None for the preparation of the tolling agreement.

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Reviewed by:

City Attorney   X    
Assistant City Manager   *RL*  

Attachments: Tolling Agreement

Consent: X  
Public Hearing:  
Business Item:  
Other:

## **DRAFT**

### **TOLLING AGREEMENT**

This Tolling Agreement (“Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Western Riverside County Regional Conservation Authority (“RCA”) and the City/County of \_\_\_\_\_ (“City/County”). RCA and the City/County may be referred to collectively as “Parties” and individually as “Party.”

#### **RECITALS**

- A. The RCA is a governmental agency, created pursuant to the provisions of the California Government Code section 6500 et seq.;
- B. The City/County is a California municipal corporation located within western Riverside County;
- C. The City/County adopted a fee ordinance (“Fee Ordinance”) requiring the City/County to collect and remit the Local Development Mitigation Fee (“LDMF”) to the RCA;
- D. Resolution No. 07-04 requires the RCA to ensure the transmission of the LDMF from each Member Agency to the RCA on a monthly basis;
- E. The Parties desire that the City/County and RCA defer or avoid litigation at this time regarding any and all petitions, rights, causes of action, counter claims, cross claims, claims and defenses arising from the alleged failure to pay the amounts legally due under the MSHCP adopted by the City/County, if any, that the City/County has collected and withheld, or should have collected, under any City Fee Ordinance imposing the LDMF within its city limits. The City/County was notified of certain disputed LDMF and/or civic/infrastructure payment deficiency by RCA on or about [INSERT DATE OF LETTER], but the scope of this dispute includes any or all LDMF and/or civic/infrastructure contributions that the City/County has collected and withheld, or should have collected within the tolling period identified herein. The City/County contends that it has complied with the provisions of City’s/County’s MSHCP Fee Ordinance and the MSHCP or Resolution No. 07-04 (collectively, the “Dispute”);
- F. The Parties acknowledge that there may be disputes as to the amount of LDMFs and/or civic/infrastructure contributions the City/County should pay the RCA;
- G. The Parties now desire to enter into this Agreement, to waive certain defenses and to toll the time the RCA would have to bring an action regarding any dispute as to the payment of LDMF and/or civic/infrastructure contributions by the City/County.

## **TERMS**

The Parties, incorporating the above recitals as part of their Agreement, in consideration of the mutual promises and obligations as contained herein, do memorialize their Agreement as follows:

1. For good and valuable consideration, the receipt of which is acknowledged, the Parties agree that the period from the Effective Date of this Agreement until the Effective Termination of this Agreement (the "Tolling Period") shall be excluded from, and not be counted in, the computation of time for the purposes of any statute of limitations, time to sue provisions, or any other time-based limitations or defenses, including, without limitation, laches, estoppel, or waiver, whether at law or in equity, under statute, contract, tort or otherwise, that might be asserted as a bar, limitation, or defense to any suit, action, cause of action, or claim by RCA against the City/County, or by the City/County against RCA, arising out of or relating to the Dispute. The Parties agree that the Dispute shall include any and all claims by RCA related to the City's/County's payment of LDMF and/or civic/infrastructure contributions to RCA, or any and all claims by the City/County against RCA as of the [ENTER DATE] [the Date of Notification] ("Discovery Date"). The Parties hereby further agree that the Dispute shall include any and all claims encompassed within Code of Civil Procedure section 338 as of the Discovery Date.
2. The Parties further agree that neither RCA nor the City/County need to comply, to the extent it is required, with the claims presentation requirement pursuant to Government Code section 900 et seq. ("Government Code Claim"). The Parties agree that they shall not raise as a procedural defense or bar in any judicial action, arbitration, mediation, or any combination of the three, any failure to comply with any Government Code Claim.
3. This Agreement is intended to satisfy California Code of Civil Procedure section 360.5 and any other provision of law necessary to extend any statute of limitations or statute of repose. As such, California Code of Civil Procedure section 360.5 requires that no waiver executed prior to the expiration of the time limited for the commencement of the action by this title shall be effective for a period exceeding four years from the date of expiration of the time limited for commencement of the action by this title and no waiver executed after the expiration of such time shall be effective for a period exceeding four years from the date thereof, but any such waiver may be renewed for a further period of not exceeding four years from the expiration of the immediately preceding waiver. Such waivers may be made successively. Furthermore, either Party may terminate this Agreement after giving a ninety (90) day written notice to the other Party ("Effective Date of Termination") provided, however, that Sections 1 and 2 shall survive the termination of this Agreement for the purposes of any judicial action, arbitration, mediation, or any combination of the three, concerning the Dispute filed prior to the Effective Date of the Termination. The Agreement shall automatically terminate upon the execution of an agreement, memorandum of agreement or understanding or other binding document between the Parties settling the Dispute.
4. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when delivered via facsimile

with confirmation from the receiving party via return fax; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To RCA: Western Riverside County Regional  
Conservation Authority  
3403 Tenth Street, Suite 320  
Riverside, CA 92501  
Phone: (951) 955-9700  
Fax: (951) 955-8873  
Attention: Executive Director

With copy to: Best Best & Krieger LLP  
P.O. Box 1028  
Riverside, CA 92501  
Phone: (951) 686-1450  
Fax: (951) 686-3083  
Attention: Steven C. DeBaun

To City/County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: () \_\_\_\_\_  
Fax: () \_\_\_\_\_

until such time as a party gives notice of the change of address in accordance with the terms of this section.

5. The Parties have discussed this Agreement with their respective counsel and governing bodies and understand its terms and implications.
6. This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts, when taken together, will have the same force and effect as if a single, original document had been signed by all of the Parties.
7. By entering into this Agreement, the Parties do not admit any fact or assume any liability of any kind.
8. This Agreement does not form a joint venture or partnership by or among the Parties.
9. This Agreement will be interpreted and enforced pursuant to the laws of the State of California.
10. If any provision of this Agreement is found invalid or unenforceable, the balance of the Agreement will remain in full force and effect.
11. Each signatory of this Agreement represents that he or she is authorized to execute this Agreement on behalf of the Party for which he or she signs. Each Party represents that it has the legal authority to enter into this Agreement and to perform all obligations under

this Agreement.

12. This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party do not apply in the construction or interpretation of this Agreement.
13. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
14. Any modifications to this Agreement must be in writing only.
15. This Agreement is effective as of the date first noted herein.

**WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY**

By: \_\_\_\_\_  
Charles Landry  
Executive Director

Dated: \_\_\_\_\_

*Approved as to form:*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Best Best & Krieger LLP

Dated: \_\_\_\_\_

**CITY/COUNTY OF \_\_\_\_\_**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

*Approved as to form:*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: July 12, 2016

**SUBJECT:** Reflections Christian Fellowship request for a fee waiver for use of the Bob Glass Gym and Community Room for Backpack and Shoe Giveaway

**REQUESTED ACTION:** That the City Council consider a waiver of rental fees for the Backpack and Shoe Giveaway event to be held on August 20, 2016 requested by the Reflections Christian Fellowship

**CONTACT:** Darren Madkin, Deputy City Manager *DM*

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**BACKGROUND/DISCUSSION:**

Reflections Christian Fellowship is a non-profit organization. They will be hosting a Backpack and Shoe Giveaway Event to be held on August 20, 2016 from 10am – 4pm. The purpose of the Backpack Shoe Giveaway event is to help children with backpacks for school and shoes for children in need.

Reflections Christian Fellowship are requesting the City of Perris City Council authorize the waiver of rental fees associated with the reservation of the Bob Glass Gym for the Backpack and Shoe Giveaway. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$1150.00 (refundable deposit \$250.00 and \$900.00 for rental and staff cost for Bob Glass Gym and Community Room).

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**FISCAL IMPACT:** The fees for use of Bob Glass Gym and Community Room is \$1150.00. This amount includes the rental and deposit fees.

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Prepared by: Spencer Campbell, Recreation Supervisor II *SC*

Reviewed By: Sabrina Chavez, Assistant Director  
Community Services and Housing Division

City Attorney:

Assistant City Manager: Ron Carr *RC*

Attachments: Letter from Reflections Christian Fellowship





# REFLECTIONS

CHRISTIAN FELLOWSHIP

Dear Spencer,

This is Pastor Don at Reflections Christian Fellowship. The reason I am writing this letter is for an event for the community of Perris. This Event will take place on August 20th 2016. This is our Back Pack Shoe give away in which we are hoping to help approximately 300 children with backpacks for school and shoes for children in need. This event is being co-hosted by Reflections Christian Fellowship and Victory Outreach. The hours of the Event will be from 10 am to 4 pm.

We are asking for the use of the Bob Glass Gym and Conference room and also request that the fees be waived from the deposit. Also we also ask the city for the use of the Picnic Area in order to set up games for the Event. And lastly, can you also provide us with approximately 300 chairs and ten tables? We would sincerely appreciate it!

Reflections Christian Fellowship and Victory Outreach believe in giving back to the Community And we love the city of Perris. Please partner with us to help low income families who may not be able to afford shoes for their children or send their children to school with new backpacks because funds are low. Thank you in advance for all your support.

Sincerely yours,



Pastor Don Meinberg

Reflections Christian Fellowship



3409798

ARTICLES OF INCORPORATION  
OF  
REFLECTIONS CHRISTIAN FELLOWSHIP, INC

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

SEP - 1 2011

A California Non-profit Religious Corporation

*.(Organized under the Nonprofit Corporation Law as embodied in the California Corporations Code, commencing at Section 5000.)*

I

**Name.** The name of this corporation is REFLECTIONS CHRISTIAN FELLOWSHIP, INC.

II

**Type of Non-Profit Corporation.**

- a. This corporation is a nonprofit **RELIGIOUS CORPORATION** and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law exclusively for religious purposes.

III

**Initial Agent for Service of Process.** The name and address in the State of California of this corporation's initial agent for service of process is:

Don Meinberg  
15310 Corsica Ave.  
Riverside, California, 92506

IV

**Organizational Structure.**

- a. This corporation is organized and operated exclusively for religious purposes within the meaning of Section 501(c)(3), Internal Revenue Code.
- b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

**Nonprofit Provisions.** The property of this corporation is irrevocably dedicated to religious purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for religious purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.

  
\_\_\_\_\_  
Don Meinberg, Incorporator

CITY COUNCIL/REDEVELOPMENT AGENCY  
AGENDA SUBMITTAL

**Meeting Date: July 12, 2016**

**SUBJECT:** City of Perris and County of Riverside Agreement for  
Dunlap Drive Slurry Seal Improvements

**REQUESTED ACTION:** Approve Agreement Between City of Perris and County of  
Riverside

**CONTACT:** Habib Motlagh, <sup>jk</sup> City Engineer

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**BACKGROUND/DISCUSSION:**

The County of Riverside recently obtained bids for their upcoming 2016 Countywide Slurry Seal Project. The County has provided the City of Perris the option to include west side of Dunlap Drive between Nuevo Road to 1600' south as part of the project. Half of Dunlap Drive is located within City right-of-way and half is located within County right-of-way. As part of the County/City agreement, the City of Perris will pay the County \$16,300 to complete the work. The County will act as the lead agency on behalf of the City for the overall implementation of the project.

Construction is planned to begin early Fall 2016 and the City will utilize annual pavement rehabilitation funding (Measure A) to pay for work. Staff recommends Council approve the City of Perris and County of Riverside draft agreement for Dunlap Drive Slurry Seal Improvements and pay County of Riverside \$16,300 to complete work. The City Attorney will review the agreement and work with County Counsel to make changes as to form.

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**BUDGET (or FISCAL) IMPACT:**

Adopted Capital Improvements Program Sheet S-036 identifies adequate funds to complete project.

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**Reviewed by:**

City Attorney  
Assistant City Manager 

**Attachments:** CIP Sheet S036  
County of Riverside Draft Agreement

**Consent:** Yes

**Public Hearing:**

**Business Item:**

**Other:**

# CITY OF PERRIS


## Capital Improvement Program Project Details

Project Title: Annual Pothole Repair Program

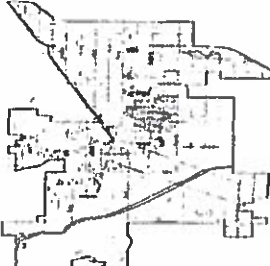
**Project Description:** Ongoing repair of potholes in 4 Zones Citywide.  
 Zone # 1: N/O Nuevo, W/O Perris      Zone # 2: N/O Nuevo, E/O Perris  
 Zone # 3: S/O Nuevo, E/O Perris      Zone # 4: S/O Nuevo, W/O Perris/Case/Goetz

Project Number:  
**S036**

Managing Department(s)  
**Public Works**

	<b>Project Status:</b> <input type="checkbox"/> New <input type="checkbox"/> Pending <input type="checkbox"/> RFP Prepared <input type="checkbox"/> In Design <input type="checkbox"/> Out to Bid <input checked="" type="checkbox"/> Under Construction	<b>Impact on Future Operating Costs</b> <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease <input type="checkbox"/> Minimal	<b>Project Statistics:</b> Project related to: Origination Yr. <u>FY 05/06</u> <input checked="" type="checkbox"/> Safety & Health <input checked="" type="checkbox"/> Masterplan <input checked="" type="checkbox"/> Council Goal <u>Maint/Imp</u>
---	--	--	--

### Financial Requirements:

<b>Initial Cost Estimate by Category</b>	<b>Estimate</b>		<b>Project Summary</b> Total Funded \$ 860,229 Total Project Costs \$ 614,567 Sub-total \$ 245,662 Restricted Funds \$ Available Funds \$ 245,662  Restricted Funding <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Land Acquisition / Right of Way	_____		
Engineering / Architecture	_____		
Internal Costs (staff/operational Expenses)	_____		
Construction	_____		
Construction Mgmt / Inspection	_____		
Other - Specify _____	_____		
Total	Per Year	100,000	

### Funding Allocation

Funding Source(s)	Fund	Budget 2014/2015	Budget 2015/2016	Plan 2016/2017	Plan 2017/2018	Plan 2018/2019	Plan 2019/2020	Plan 2020+
Measure A Fund	142	289,334	100,000					
<b>Total</b>		289,334	100,000		-	-	-	

Initial Cost Estimate: 100,000 Per Year  
 Remains Unfunded: \_\_\_\_\_

### Budget Amendment Notes

Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2005/06	Budget General Fund	125,000		\$ 125,000
2006/07	Amendment General Fund	125,000		\$ 250,000
2007/08	Adopted Budget Measure A	100,000		\$ 350,000
2008/09	Adopted Budget Measure A	100,000		\$ 450,000
2010/11	Amendment Measure A		52,826	\$ 502,826
2010/11	Amendment General Fund		(42,597)	\$ 460,229
2011/12	Adopted Budget Measure A	100,000		\$ 560,229
2012/13	Adopted Budget Measure A	100,000		\$ 660,229
2013/14	Budget Amendment Measure A	100,000		\$ 760,229
2015/16	Adopted Budget Measure A	100,000		\$ 860,229

**SERVICE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**CITY OF PERRIS**

**FOR**

**DUNLAP DRIVE SLURRY SEAL IMPROVEMENTS**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Perris, (hereinafter "CITY") for the construction of Dunlap Drive Slurry Seal Improvements located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

**RECITALS**

- A. COUNTY is proposing to slurry seal approximately 2,900 linear feet of Dunlap Drive in Riverside County.
- B. Dunlap Drive will receive two different slurry seal treatments.
- C. Segment 1 is from Nuevo Road, to southerly of Nuevo Road, approx. 705 linear feet. Segment 1 total asphalt pavement width is 42 foot wide. The treatment for Segment 1 will be Slurry Seal Type 2.
- D. Within Segment 1, CITY pavement width is 30 foot wide, COUNTY pavement width is 12 foot wide.
- E. Segment 2 is from southerly of Nuevo Road, approx. 705 linear feet to southerly of Nuevo Road approx. 2,180 linear feet. Segment 2 total asphalt pavement width is 22 foot wide. The treatment for Segment 2 will be Chip Seal Type 2.
- F. Within Segment 2, CITY pavement width is 11 foot wide, COUNTY pavement width is 11 foot wide.
- G. The work includes traffic control, removal of pavement marking, striping, and raised pavement markers; cleaning, sealing cracks, application of treatment, replace of any pavement marking, striping and raised pavement markers.
- H. The Dunlap Drive Slurry Seal improvements described above are sometimes hereinafter referred to collectively as "PROJECT".
- I. For the segment of the PROJECT located within the jurisdictional boundaries of CITY (hereinafter referred to as "CITY PROJECT"), the CITY desires to designate the COUNTY as the lead agency for the overall implementation of the CITY PROJECT, since COUNTY has extensive experience in the

1 development and implementation of similar type projects. COUNTY will therefore provide the  
2 administrative, technical, managerial, and support services necessary for the implementation of the  
3 PROJECT.

4 J. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be  
5 administered, engineered, coordinated, and constructed.

6 **AGREEMENT**

7 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as  
8 follows:

9 **SECTION 1 • COUNTY AGREES:**

- 10 1. To act as the lead agency on behalf of the CITY for the overall implementation of the CITY PROJECT.  
11 The COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of  
12 the CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide  
13 replacement funding for or to continue with the CITY PROJECT, if funds are not available.
- 14 2. COUNTY has prepared detailed Plans, Specifications & Estimate (PS&E) documents for the PROJECT  
15 which are available to CITY for review and approval. Final plans for improvements are prepared to  
16 COUNTY standards, and signed by a Civil Engineer registered in the State of California. Deviations from  
17 standards shall be coordinated with and approved by CITY. COUNTY shall not begin construction within  
18 CITY until CITY has approved the CITY PROJECT PS&E documents.
- 19 3. Environmental Clearance Document has been prepared by COUNTY and includes the segment within the  
20 CITY.
- 21 4. COUNTY to direct contractor to identify any existing surface utility facilities within the limits of the  
22 PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
- 23 5. To direct contractor to make written application to CITY for an encroachment permit authorizing entry into  
24 CITY right of way for the purposes of constructing CITY PROJECT.
- 25 6. To advertise, award and administer a public works contract for the construction of the PROJECT in  
26 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental  
27 requirements, laws or regulations, including but not limited to the local agency public construction codes,  
28 California Labor Code, and California Public Contract Code, and in accordance with the encroachment  
29 permits issued by CITY.

- 1 7. To furnish a representative to perform the function of Resident Engineer during construction of  
2 PROJECT.
- 3 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction  
4 surveys, soils and compaction tests, measurement and computation of quantities, testing of construction  
5 materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and  
6 other inspection and staff services necessary to assure that the construction is performed in accordance  
7 with the PS&E documents.
- 8 9. To construct the PROJECT in accordance with approved PS&E documents.
- 9 10. To submit any contract change order that causes the construction contract to exceed 10% of the contract  
10 bid amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization  
11 by COUNTY.
- 12 11. To furnish CITY one complete set each of full-sized film positive reproducible as-built plans and all  
13 contract records, including survey documents, within three hundred and sixty-five (365) days following the  
14 completion and acceptance of the PROJECT construction contract. Electronic copies of completed plans  
15 are available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.
- 16 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion  
17 of each Task (as shown on Exhibit "B") and/or the completion and acceptance of the CITY PROJECT  
18 construction contract. If final costs associated with the CITY improvements are in excess of the deposit  
19 provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs  
20 associated with the CITY improvements are less than the deposit provided in Section 2, COUNTY shall  
21 include a reimbursement for the difference with the financial reconciliation.

22 **SECTION 2 • CITY AGREES:**

- 23 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT within the CITY limits, as shown  
24 in Exhibit "B". CITY agrees that should unforeseen circumstances arise which result in an increase of any  
25 costs over those shown in Exhibit "B", CITY will in good faith amend this Agreement to include any such  
26 costs under this Agreement.
- 27 2. To deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, sixteen  
28 thousand three hundred dollars (\$16,300) (the "Deposit"), which represents one hundred percent (100%)  
29 of the costs to complete construction, including construction survey, inspection and materials testing, as

1 provided in Exhibit "B" .

- 2 3. To review environmental document and to take any actions necessary in accordance with the California  
3 Environmental Quality ACT (CEQA).
- 4 4. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
5 contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction,  
6 including construction survey, inspection and materials testing for the CITY PROJECT.
- 7 5. To provide at no cost to the PROJECT, oversight of the CITY PROJECT, to provide prompt reviews and  
8 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the  
9 PROJECT.
- 10 6. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY Resident  
11 Engineer during the construction of the CITY PROJECT and to verify facilities are constructed as required  
12 by this Agreement.
- 13

14 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 15 1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY  
16 PROJECT within CITY will be the sole responsibility of CITY. Nothing in this Agreement is intended to  
17 commit the COUNTY to funding any portion of the CITY PROJECT, or shall be construed as obligating  
18 the COUNTY to provide replacement funding for any anticipated funding or to continue with the CITY  
19 PROJECT, if funds are no longer available. In the event that adequate funds are not available to move  
20 forward or to complete CITY PROJECT, PARTIES agree to meet and confer and collectively work to  
21 identify adequate funding for CITY PROJECT.
- 22 2. The total cost to CITY to complete construction, including construction survey, inspection and materials  
23 testing is estimated to be sixteen thousand three hundred dollars (\$16,300) as detailed in Exhibit "B".
- 24 3. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's deposit as  
25 required in Section 2.
- 26 4. Construction by COUNTY of improvements within CITY shall not be commenced until an Encroachment  
27 Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
- 28 5. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
29 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily

1 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
2 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to  
3 each policy shall be required which name CITY, its officers, agents and employees, as additionally  
4 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation  
5 Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and  
6 Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of  
7 construction.

8 6. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will  
9 be automatically vested with the jurisdiction in which the improvements reside and no further agreement  
10 will be necessary to transfer ownership.

11 7. CITY shall be responsible for the maintenance of the Improvements within CITY PROJECT except as  
12 specified in this Agreement or future agreements.

13 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed  
14 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each  
15 party hereto.

16 9. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
17 occurring by reason of anything done or omitted to be done by CITY under or in connection with any  
18 work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant  
19 to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any  
20 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of  
21 anything done or omitted to be done by CITY under or in connection with any work, authority or  
22 jurisdiction delegated to CITY under this Agreement.

23 10. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring  
24 by reason of anything done or omitted to be done by COUNTY under or in connection with any work,  
25 authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to  
26 Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability  
27 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done  
28 or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction  
29 delegated to COUNTY under this Agreement.



1 11. In the event that CITY defaults in the performance of any of its obligations under this Agreement or  
2 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to  
3 terminate this Agreement upon 90 days written notice to CITY.

4 12. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to  
5 PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the  
6 PROJECT.

7  
8 13. All notices, demands, invoices, and other communications required or permitted hereunder shall be in  
9 writing and delivered to the following addresses or such other address as the PARTIES may designate:

10 COUNTY:

11 Riverside County Transportation Department

12 Attn: Patty Romo,

13 Director of Transportation

14 4080 Lemon Street, 8th Floor

15 Riverside, CA 92501

16 Phone: (951) 955-6740

CITY:

17 City of Perris

18 Attn:

19 Public Works Director

20 101 N. D Street

21 Perris, CA 92570

22 Phone: (951) 943-6100

**APPROVALS**

**COUNTY Approvals**

**CITY OF PERRIS Approvals**

RECOMMENDED FOR APPROVAL:

APPROVED BY:

Dated:

JUAN C. PEREZ

Dated:

Director of Transportation and Land Management

PRINTED NAME

City Manager

APPROVED AS TO FORM:

COUNTY COUNSEL

APPROVED AS TO FORM:

Dated:

Dated:

GREGORY P. PRIAMOS

PRINTED NAME

City Attorney

APPROVAL BY THE BOARD OF SUPERVISORS

ATTEST:

Dated:

\_\_\_\_\_ Dated: \_\_\_\_\_

Marion Ashley

PRINTED NAME

PRINTED NAME

Chairman, Riverside County Board of Supervisors

City Clerk

ATTEST:

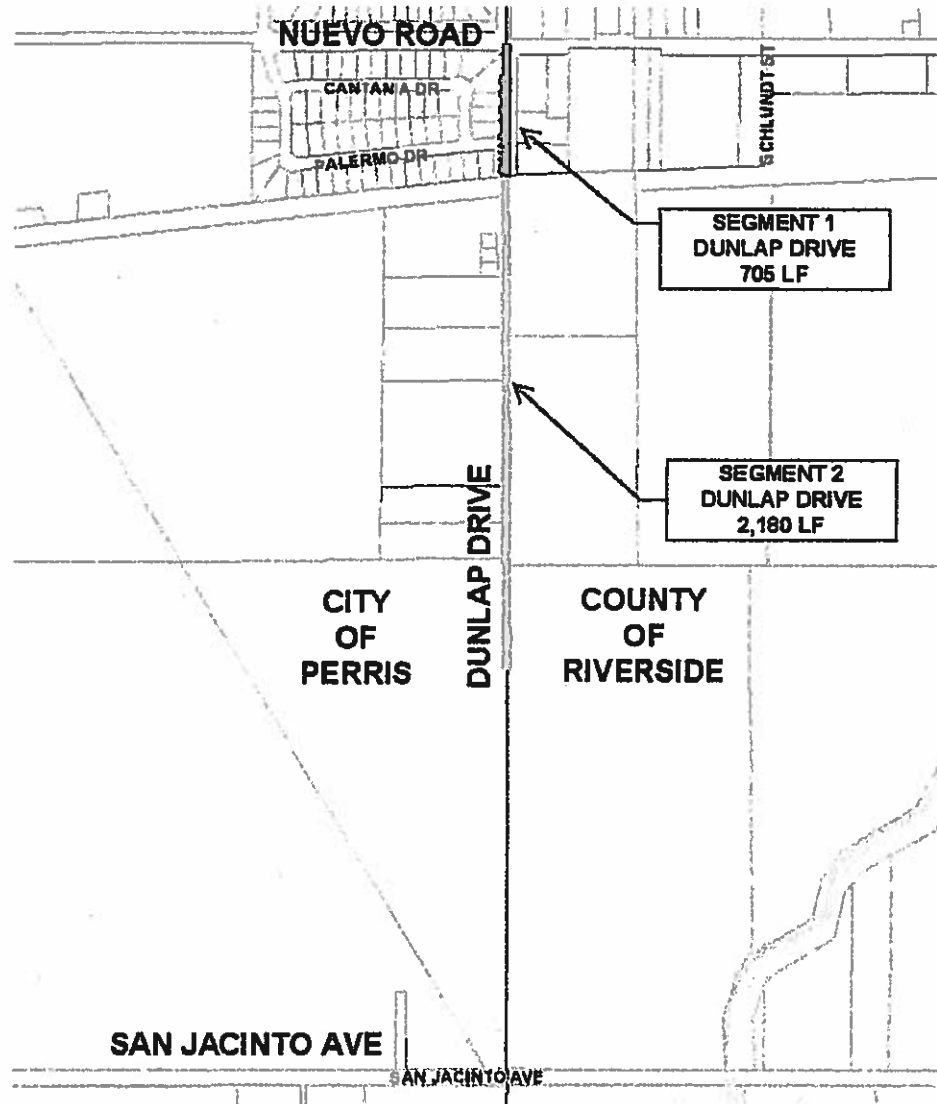
Dated:

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

EXHIBIT A

VICINITY/PROJECT MAP



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**EXHIBIT B  
PROJECT BUDGET**

**ESTIMATED CITY COSTS:**

<b>TASK</b>	<b>COSTS</b>
Construction	\$14,000
Construction contingency (5%)	\$ 700
Construction Engineering & Inspection (11.5%)	\$ 1,600
<b>TOTAL COST</b>	<b>\$16,300</b>

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CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: July 12, 2016**

**SUBJECT:** Check Register for May 2016

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

**CONTACT:** Jennifer Erwin, Assistant Director of Finance

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**BACKGROUND/DISCUSSION:**

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

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**BUDGET (or FISCAL) IMPACT:** None.

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

Consent Item: X

**CITY OF PERRIS**  
**CHECK REGISTER**  
**May 31, 2016**

<b>CK NUMBER</b>	<b>DATE ISSUED</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
121952	5/5/2016	ACQUANTEPS	TEMP SERVICES	\$ 5,519.27
121953	5/5/2016	ADAME LANDSCAPE, INC.	LABOR/COMMUNITY GARDEN & MAINT MAR '16	4,298.59
121954	5/5/2016	AK & COMPANY	CONSULTING SERVICES/SB90	2,375.00
121955	5/5/2016	ALLIE'S PARTY EQUIPMENT	SENIOR PROM	908.47
121956	5/5/2016	SUSAN ALMANZA	MILEAGE 1/28-4/28	100.44
121957	5/5/2016	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	526.67
121958	5/5/2016	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	4,526.00
121959	5/5/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	2,283.25
121960	5/5/2016	AUTO ZONE COMMERCIAL	AUTO SUPPLIES	15.96
121961	5/5/2016	BART DEL RIO'S MARTIAL ARTS	TAKWONDO 3/22-4/21	917.82
121962	5/5/2016	BEST CARPET CLEANER	WILSON/PRIMROSE	350.00
121963	5/5/2016	CORPORATE PAYMENT SYSTEM	CONF PARKING & GRA/POW	95.06
121964	5/5/2016	DAN'S FEED AND SEED INC.	KEYS/RAKES/BLADES/PIPE WRENCH/ETC	179.56
121965	5/5/2016	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	7,900.00
121966	5/5/2016	DIAMOND ENVIRONMENTAL	EVENT 6/10/-6/13/16	465.20
121967	5/5/2016	EASTERN MUNICIPAL WATER	03/21-4/25/16	131,504.67
121968	5/5/2016	ELITE ROAD SERVICES & TIRES	SERVICE CALL/REPAIRS & TIRES	536.29
121969	5/5/2016	EMERGENCY PET CLINIC OF TEMECULA	SERVICE 4/26-4/27	120.00
121970	5/5/2016	EMPLOYMENT DEVELOPMENT DEPT.	PERIOD ENDING 3/31/16	2,164.00
121971	5/5/2016	EWING	LANDSCAPE INVENTORY	2,453.07
121972	5/5/2016	FEDERAL EXPRESS CORP	EXPRESS MAIL	510.36
121973	5/5/2016	FRONTIER	4/13-5/12/16	531.84
121974	5/5/2016	JOSE GARCIA	GIUITAR 4/05-4/26/16	63.00
121975	5/5/2016	GENESIS CONSTRUCTION	WATERLINE/ORANGE - FEB '16	8,638.85
121976	5/5/2016	GRAFFITI TRACKER INC	TRACKING MAY-JULY	4,725.00
121977	5/5/2016	GRANICUS, INC.	OPEN PLATFORM MAY 16	2,060.00
121978	5/5/2016	EVERETT HAMBLY IV	IT SUPPORT 4/18-5/01/16	2,151.50
121979	5/5/2016	RICH HEIDE	PERMATEX	132.12
121980	5/5/2016	HERNANDEZ LANDSCAPE CO	LANDSCAPE MAINTENANCE	11,014.86
121982	5/5/2016	HOME DEPOT CREDIT SERVICES	MATERIALS FOR COMMUNITY GARDEN	4,037.30
121983	5/5/2016	IB REPROGRAPHICS	FLOOD CONTROL/NPDES	1,192.15
121984	5/5/2016	INFOVISION SOFTWARE	RM CONSOLE/8 USERS	3,200.00
121985	5/5/2016	INTERNATIONAL E-Z UP, INC	COMMUNITY GARDEN	307.31
121986	5/5/2016	J & W LUMBER	COMMUNITY GARDEN	869.53
121987	5/5/2016	JV CONSTRUCTION	COMMUNITY GARDEN	1,750.00
121988	5/5/2016	KH METALS AND SUPPLY	WATERING SYSTEMS	146.39
121989	5/5/2016	LIFE LIFTERS INTERNATIONAL	BACKPACK GIVEAWAY	400.00
121990	5/5/2016	DAVE LINDSAY	ONLINE BANNER -RODS & RAILS	150.00
121991	5/5/2016	MANPOWER TEMP SERVICES	TEMP SERVICES	8,337.02
121992	5/5/2016	MARY CATHERINE OWENS	KAJUKENBO 3/19-4/13/16	491.40
121993	5/5/2016	LA'SHAY MCCLINTON	MILEAGE 3/17-4/22/16	80.95
121994	5/5/2016	MOORE FENCE COMPANY	METZ PARK	88.91
121995	5/5/2016	MR. G'S PLUMBING	PW YARD/PARKS	2,848.77
121996	5/5/2016	LEMUEL NEAL	GAME OFFICIAL 4/21/16	30.00
121997	5/5/2016	NESTLE WATERS OF NORTH AMERICA	DEVELOPMENT SERVICES	110.81
121998	5/5/2016	OCEAN BLUE ENVIRONMENTAL	MAINTENANCE SERVICES	20,147.40
121999	5/5/2016	OCHOA'S BACKFLOW SYSTEMS	MONUMENT PKWY/CITY HALL	390.00
122000	5/5/2016	PARTSMASER	THERMAPOD	541.95
122001	5/5/2016	KENNETH PHUNG	PLANNING PROJECTS/APRIL '16	10,060.00
122002	5/5/2016	RACHEL PINEDO	EDUCATION REIMBURSEMENT	1,500.00
122003	5/5/2016	THE PRESS-ENTERPRISE	180935471 5/04-6/08/16	20.65
122004	5/5/2016	RENT A TEA PARTY	MOTHER'S DAY	198.75
122005	5/5/2016	RIGHTWAY	APR 09- MAY 06	401.30
122006	5/5/2016	RINCON CONSULTANTS, INC	P8-1229 MURRIETA RD	3,921.83
122007	5/5/2016	RIVERSIDE ASSESSOR-COUNTY	JAN '16-VITALS RECORD	312.00
122008	5/5/2016	RIVERSIDE COUNTY OFFICE OF EDUCATION	LUNCHEON MAY 10, 2016	45.00
122009	5/5/2016	RIVERSIDE COUNTY SHERIFF	COUNCIL MTGS 3/29 & 4/12 - EXPLORER 3/16-4/12	2,238.11
122010	5/5/2016	COUNTY OF RIVERSIDE	6/1-6/30 TRAFFIC SIGNAL	1,880.44
122011	5/5/2016	COUNTY OF RIVERSIDE	CODE ENFORCEMENT 3/01-3/31	56,112.67
122012	5/5/2016	RK ENGINEERING GROUP INC	D STREET BETWEEN 215/S JACINTO	876.00
122013	5/5/2016	JAIME SALAZAR	WORK BOOTS	118.80

**CITY OF PERRIS**  
**CHECK REGISTER**  
**May 31, 2016**

<b>CK NUMBER</b>	<b>DATE ISSUED</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
122014	5/5/2016	SCE	3/29-4/27/16	31,463.16
122015	5/5/2016	SCHAEFFER MGF. CO.	CASES/MOTOR OIL	774.24
122016	5/5/2016	SMART & FINAL	DRINKS/GYM	482.76
122017	5/5/2016	LAURA SOSA	FITNESS SERVICES 4/19-5/27/16	1,616.70
122018	5/5/2016	SOUTHERN CALIFORNIA MULCH	COMMUNITY GARDEN	463.80
122019	5/5/2016	SPARKLETT'S	BOTTLED WATER	106.19
122020	5/5/2016	STAFFMARK	TEMP SERVICES	7,147.48
122021	5/5/2016	STATE OF CALIFORNIA	FINGERPRINT MAR '16	32.00
122022	5/5/2016	STATER BROS MARKETS	NUTRITION CLASS/KITCHEN SUPPLIES	388.98
122023	5/5/2016	SYNTECH	BACK UP SERVER	1,616.86
122024	5/5/2016	TIME WARNER CABLE	CABLE 4/28-5/28/16	71.20
122025	5/5/2016	TYLER TECHNOLOGIES, INC.	APP SVCS 4/01-6/30/16	46,484.25
122026	5/5/2016	U.S. HEALTHWORKS MEDICAL	SERVICES 11/23/15 & 3/09-4/04	607.00
122027	5/5/2016	UNITED STORM WATER, INC	STORM DRAIN/BASINS	2,891.91
122028	5/5/2016	VAR RESOURCES	TELECOM 5/15-6/14	990.90
122029	5/5/2016	VERIZON WIRELESS	IPADS/EOC STAND BY/MOBILES	7,370.42
122030	5/5/2016	WESTERN RIVERSIDE COUNCIL	TUMF FEES/APRIL16	71,559.70
122031	5/5/2016	WESTERN RIVERSIDE COUNTY	MSHCP FEES/APRIL16	8,653.84
122033	5/5/2016	WILLDAN FINANCIAL SERVICES	CFD ADMIN FY 15-16	23,259.19
122034	5/5/2016	GREG ZOLL	GARDEN MATERIALS	513.92
122035	5/12/2016	ABBOTT DYNAMICS	300 DASH PLAQUES	243.00
122036	5/12/2016	ACCOUNTEMPS	TEMP SERVICES	1,094.41
122037	5/12/2016	ACTION SURVEYS	P8-1257 GOETZ RD & P8-1229 MURRIETA RD	5,210.00
122038	5/12/2016	AFFANT COMMUNICATION, INC	SHORETEL/JUN16	724.49
122039	5/12/2016	SUSAN ALMANZA	VISION REIMBURSEMENT	387.00
122040	5/12/2016	AMERICAN FORENSIC NURSES	BLOOD DRAW	620.00
122041	5/12/2016	ANNIE'S PARTY SUPPLIES	HEALTH FAIR	167.00
122042	5/12/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	2,642.54
122043	5/12/2016	AT&T	956-2106 3/20-4/19	16.76
122044	5/12/2016	AUTOMATED GATE SERVICES	TRANSMITTER	307.60
122045	5/12/2016	BIG DEES TEXAS BBQ & SEAFOOD	VOLUNTEER LUNCHES- HEALTH FAIR	40.00
122046	5/12/2016	BILL & DAVE'S LDSC MAINTENANCE	MAINT/APRIL '16	61,069.41
122047	5/12/2016	BMW MANAGEMENT	CATERING/SR PROM	2,067.20
122048	5/12/2016	ISABEL CARLOS	COMMUNITY GARDEN BUSINESS LUNCH	142.60
122049	5/12/2016	CG RESOURCE MANAGEMENT	P8-929WQMP INSPECTION	600.00
122050	5/12/2016	CHO DESIGN ASSOCIATES, INC	P8-1224 NUEVO BRIDGE	2,800.00
122051	5/12/2016	CORPORATE CASUALS	STAFF SHIRTS	1,166.34
122052	5/12/2016	CR&R	SOLID WASTE/APRIL '16	75,923.60
122053	5/12/2016	CREATIVE PRINTING	GARDEN/POSTER BOARD	25.92
122054	5/12/2016	STACIE DAIN	MILEAGE 9/23-2/09 & VISION REIMB	270.06
122055	5/12/2016	DAN'S FEED AND SEED INC.	SAFETY EQUIPMENT	1,617.38
122056	5/12/2016	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	850.00
122057	5/12/2016	DIAMOND ENVIRONMENTAL	PETS ON PARADE	300.80
122058	5/12/2016	DUTALE, INC. DBA MCS	100 SOUTH PERRIS	300.00
122059	5/12/2016	EASTERN MUNICIPAL WATER	4/04-5/02/16 & SEWER/APRIL '16	146,893.02
122060	5/12/2016	ESGIL CORPORATION	PLAN CHECK SERVICES MAR '16	119,006.49
122061	5/12/2016	GREG GARAY	VISION REIMBURSEMENT	228.00
122062	5/12/2016	GORM, INC.	PAPER PRODUCTS	533.81
122063	5/12/2016	GUARANTEED JANITORIAL SE	APRIL 2016 SERVICES	5,613.50
122064	5/12/2016	HEALTH PROMOTIONS	HEALTH FAIR/GIVEAWAYS	878.70
122065	5/12/2016	HERNANDEZ LANDSCAPE CO	MAINT/JAN- FEB 2016	13,816.74
122066	5/12/2016	HOME DEPOT CREDIT SERVICES	EXTENSION LADDER/GARDEN MATERIALS	415.65
122067	5/12/2016	IB REPROGRAPHICS	PLAN CHECK "D" STREET	628.40
122068	5/12/2016	IMA DESIGN, INC	D ST PLAN CHECK/CONSTRUCTION	618.18
122069	5/12/2016	JIM ROGERS' LOCK & KEY	STATLER BUILDING	30.02
122070	5/12/2016	JOBS AVAILABLE INC.	ACCOUNTANT	351.00
122071	5/12/2016	JOLLY JUMPS	MOTHERS DAY	180.00
122072	5/12/2016	JR PRODUCTIONS	JUN25 -RANCH CLINIC	450.00
122073	5/12/2016	LAMAR COMPANIES	BULLETIN MARKETING- LIVEWELL	2,800.00
122074	5/12/2016	LAMBERT VET SUPPLY	ANIMAL CONTROL	114.99
122075	5/12/2016	LAWN TECH	EDGER EQUIPMENT	445.50

**CITY OF PERRIS**  
**CHECK REGISTER**  
**May 31, 2016**

<b>CK NUMBER</b>	<b>DATE ISSUED</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
122076	5/12/2016	LYNN MERRILL & ASSOCIATES	NPDES INSPECTION/TECH	9,696.50
122077	5/12/2016	MIRROR FINISH DETAIL	STAGE/WAX/WASH	600.00
122078	5/12/2016	MOORE FENCE COMPANY	HEALTH FAIR	14.68
122079	5/12/2016	MVP STUDIOS	SOCCER LEAGUE PICTURES	604.80
122080	5/12/2016	OCHOA'S BACKFLOW SYSTEMS	BACKFLOW TESTING	610.00
122081	5/12/2016	PAPER RECYCLING & SHREDDING	ON-SITE SHREDDING	1,725.00
122082	5/12/2016	PATH OF LIFE MINISTRIES	MARCH 2016 SERVICES	2,179.63
122083	5/12/2016	PERRIS VALLEY HISTORICAL	SPONSORSHIP	3,400.00
122084	5/12/2016	PERRIS VALLEY YOUTH ASSOCIATION	BOXING MEMBERSHIPS	3,500.00
122085	5/12/2016	PG CUTTING SERVICES	BANK OF AMERICA	1,670.00
122086	5/12/2016	PHOTOGRAPHY BY KELLEN MURPHY	ICE CREAM SOCIAL	325.00
122088	5/12/2016	PUBLIC ENTITY RISK MANAGEMENT	DEPOSIT PREMIUM APR-JUN '16	49,710.50
122089	5/12/2016	QUALITY LOGO PRODUCTS	HEALTH FAIR GIVEAWAYS	528.06
122090	5/12/2016	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	772.42
122091	5/12/2016	RICHARD & RICHARD CONSTRUCTION	3984 INDIAN AVE- REFUND	49.06
122092	5/12/2016	RISE INTERPRETING, INC.	INTERPRET-4/21/16	420.00
122093	5/12/2016	RCIT	RADIO CHARGES MAR 16	1,071.70
122094	5/12/2016	RIVERSIDE RANCHEROS	POSSE VOLUNTEERS	200.00
122095	5/12/2016	COUNTY OF RIVERSIDE	TRAFFIC SIGNAL & LIGHT MAINTENANCE	24,619.07
122096	5/12/2016	RK ENGINEERING GROUP INC	SCHOOL/TRAFFC ISSUES/ETHANAC/PEDESTRIAN	18,213.50
122097	5/12/2016	ROSA'S BRIDE & TUX SHOP	HEALTH FAIR EQUIPMENT	698.76
122098	5/12/2016	SAM'S CLUB DIRECT	KITCHEN SUPPLIES & ICE CREAM SOCIAL	283.39
122099	5/12/2016	THE SoCo GROUP INC	FUEL	2,205.25
122100	5/12/2016	SPARKLETTES	CITY ADMINISTRATION	122.87
122101	5/12/2016	STATER BROS MARKETS	ICE CREAM SOCIAL	90.83
122102	5/12/2016	STEVE LEMON AIR CONDITIONING	FIRE DEPT	1,247.00
122103	5/12/2016	TRI-LAKE CONSULTANTS, INC	P8-1094/P8-625 3/05-4/01/16	12,158.23
122104	5/12/2016	UNITED STORM WATER, INC	STORM DRAIN MAINTENANCE	56,526.05
122105	5/12/2016	VAL VERDE GRAPHICS	EXPLORER UNIFORMS	2,687.50
122106	5/12/2016	CARL VERBANIC	HEALTH FAIR	170.00
122107	5/12/2016	ERIC VILLCANA	TESTING KIT/GARDEN	105.94
122108	5/12/2016	VOYAGER FLEET	FUEL	1,001.92
122109	5/12/2016	WATER EDUCATION SERVICES	SERVICES APRIL '16	3,300.00
122110	5/12/2016	WILLDAN FINANCIAL SERVICES	GAS STATION	5,000.00
122111	5/12/2016	XEROX CORPORATION	COPIER LEASE/VARIOUS DEPTS	2,896.82
122112	5/19/2016	ABSOLUTE SECURITY INTERNATIONAL	GUARD 4/01-4/30/16	13,742.82
122113	5/19/2016	ACCOMTEMPS	TEMP SERVICES	2,103.96
122114	5/19/2016	ADVANCE REFRIGERATION & ICE SYSTEMS	MORGAN ST PARK	2,058.50
122115	5/19/2016	AFB GROUP	PROFESSIONAL SVCS/PARKS	7,650.00
122116	5/19/2016	AMERICAN EAGLE TROPHIES	"PERRIS HONOR GALA"	75.60
122117	5/19/2016	AMERICAN FORENSIC NURSES	BLOOD DRAW	620.00
122118	5/19/2016	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	1,157.51
122119	5/19/2016	ANA WATTS PHOTOGRAPHY & DESIGN	SENIOR CTR PROM-DESIGN SERVICES	375.00
122120	5/19/2016	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	4,583.00
122121	5/19/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	811.33
122122	5/19/2016	AUTO ZONE COMMERCIAL	AUTO SUPPLIES	36.98
122123	5/19/2016	AVANT GARDE, INC	ATP CYCLE 3 GRANT	494.00
122124	5/19/2016	BARRY KAY ENTERPRISES, INC	JERSEYS-KIDS SOCCER	5,678.38
122125	5/19/2016	BMW MOTORCYCLES OF RIVERSIDE	MOTOR BIKE REPAIRS	844.56
122126	5/19/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
122127	5/19/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
122128	5/19/2016	CALOLYMPIC SAFETY	SAFETY EQUIPMENT	113.53
122129	5/19/2016	CAPITAL ONE PUBLIC FUNDING	LOAN 100360234	2,563.82
122130	5/19/2016	CHO DESIGN ASSOCIATES, INC	P8-1229 MURRIETA BRIDGE	5,600.00
122131	5/19/2016	CHRISP COMPANY	RETENTION-SHERMAN/CALTHA WAY	294.00
122132	5/19/2016	CINTAS FIRST AID & SAFETY	FIRST AID KIT SUPPLIES	225.56
122134	5/19/2016	CITIZENS BUSINESS BANK	HEALTH FAIR RAFFLE TICKETS	613.06
122135	5/19/2016	CORPORATE PAYMENT SYSTEM	HEALTH FAIR BIKE & GIVEAWAYS	2,437.80
122136	5/19/2016	CORPORATE PAYMENT SYSTEM	ICE CREAM SOCIAL/GARDEN PROMO/CINCO MAYC	1,259.73
122137	5/19/2016	CORPORATE PAYMENT SYSTEM	JOB AD-ACCOUNTANT/GARDEN PROMO/CITY FARI	1,318.63
122138	5/19/2016	CORPORATE PAYMENT SYSTEM	HEALTH FAIR BIKES	1,137.21



**CITY OF PERRIS**  
**CHECK REGISTER**  
**May 31, 2016**

<b>CK NUMBER</b>	<b>DATE ISSUED</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
122139	5/19/2016	CORPORATE PAYMENT SYSTEM	LOVESEAT-GYM	1,791.49
122140	5/19/2016	CORPORATE PAYMENT SYSTEM	PAYROLL CONFERENCE OCT 16	359.00
122141	5/19/2016	CORPORATE PAYMENT SYSTEM	OFFICE SUPPLIES/PAYPAL FOR PLANNING	67.79
122142	5/19/2016	CR&R	TRASH COLLECT/APR16	304,790.68
122143	5/19/2016	CR&R	STATLER/DUMPSTERS	387.79
122144	5/19/2016	CRIME SCENE STERI-CLEAN	W 4TH ST & S B ST	750.00
122145	5/19/2016	D & D SERVICES, INC.	ANIMAL DISPOSAL APRIL '16	324.00
122146	5/19/2016	DAN'S FEED AND SEED INC.	DUST MASKS/BROOM HANDLE	45.84
122147	5/19/2016	EASTERN MUNICIPAL WATER	4/10-5/10/16	9,371.27
122148	5/19/2016	ECOLINE INDUSTRIAL SUPPLY	KLEEN GEL/GRAFFITI WIPES	973.27
122149	5/19/2016	EMPLOYMENT SCREENING SERVICES	SERVICE 4/28/16	51.00
122150	5/19/2016	EX-CON INC.	EXPLORER CONFERENCE 6/11/16	1,045.00
122151	5/19/2016	FEDERAL EXPRESS CORP	EXPRESS MAIL	82.85
122152	5/19/2016	FONTANA POLICE	ACADEMY REGISTRATION FEE	225.00
122153	5/19/2016	FOUNTAIN PEOPLE, INC	MERCADO PARK	5.60
122154	5/19/2016	GREG GARAY	VISION REIMBURSEMENT	222.00
122155	5/19/2016	THE GAS COMPANY	3/30-4/28/16	620.31
122156	5/19/2016	GORM, INC.	PAPER PRODUCTS	795.32
122157	5/19/2016	GRAPPLERS, INC.	33" GRAPPLERS	1,139.40
122158	5/19/2016	GREER'S CONCRETE	SAND BAGS	600.00
122159	5/19/2016	EVERETT HAMBLY IV	IT SUPPORT 5/02-5/15/16	1,976.00
122160	5/19/2016	DARYL HARTWILL	PUBLIC WORKS BBQ	194.71
122161	5/19/2016	HAULAWAY	RENT 5/04-5/31/16	165.20
122162	5/19/2016	RICH HEIDE	MOTOR OIL	399.55
122163	5/19/2016	HOME DEPOT CREDIT SERVICES	MATERIALS -WALL REPAIRE/SHELVING	940.03
122164	5/19/2016	HORTICULTURAL PEST MANAGEMENT	PARKS/MEDIANS APRIL '16	975.00
122165	5/19/2016	IES - APA	YAC & CITY STAFF REGISTRATION	215.00
122166	5/19/2016	IMA DESIGN, INC	ELECTRIC MERCADO DIST	2,191.25
122167	5/19/2016	INLAND DESERT SECURITY & COMM INC	ANSWERING SERVICES 6/01-6/30/16	689.90
122168	5/19/2016	INLAND PRESORT & MAILING	SENIOR CENTER MAY 16	49.49
122169	5/19/2016	INLAND SIGNS INC.	2ND DRAW 277 E 4TH	15,862.00
122170	5/19/2016	IRON MOUNTAIN	STORAGE 5/01-5/31	130.57
122171	5/19/2016	JALISCO TILE	1/2 PAYMENT MATERIALS/LABOR	1,654.16
122172	5/19/2016	JDS ENTERTAINMENT	SENIOR PROM-BALANCE	800.00
122173	5/19/2016	JIM ROGERS' LOCK & KEY	GYM KEY COPIES	15.01
122174	5/19/2016	K2 AWARDS & APPAREL	CUSTOM MEDAL	359.00
122175	5/19/2016	LANGSTON MOTORSPORTS	MOTOR BIKE GLOVES	77.75
122176	5/19/2016	LEADING EDGE LEARNING CENTER	TEEN CENTER/FEB '16	1,350.00
122177	5/19/2016	CRYSTAL LOPEZ	MILEAGE 4/04-4/29/16	84.30
122178	5/19/2016	ROXANA LORIA	REFUND/DUPLICATE LICENSE	45.00
122179	5/19/2016	DAVID MARTINEZ	FLASHLIGHT	113.30
122180	5/19/2016	LA'SHAY MCCLINTON	MILEAGE 5/05-5/11/16	28.72
122181	5/19/2016	METROPOINTE ENGINEERS	I 215/NUEVO RD APRIL '16	6,489.77
122182	5/19/2016	MR. G'S PLUMBING	FOSS FIELD PARK/REPAIRS VIDEO	495.00
122183	5/19/2016	NESTLE WATERS OF NORTH AMERICA	PUBLIC WORKS ADMIN	20.93
122184	5/19/2016	P. F. SERVICES	COMPRESSOR INSTALLATION	2,750.00
122185	5/19/2016	PACIFIC CODE COMPLIANCE	EMERGENCY SERVICES/APRIL 16	15,136.62
122186	5/19/2016	PAPER RECYCLING & SHREDDING	ON-SITE SHREDDING	400.00
122187	5/19/2016	PERRIS VALLEY PRINTING CO	ENVELOPES	630.10
122188	5/19/2016	PURCHASE POWER	REPLENISH POSTAGE	4,000.00
122189	5/19/2016	ARCENIO RAMIREZ	MILEAGE 4/04-4/27/16	120.96
122190	5/19/2016	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	209.91
122191	5/19/2016	RIGHTWAY	COPPERCREEK PARK	321.20
122192	5/19/2016	RIVERSIDE COUNTY SHERIFF	5K RUN 4/23/16	2,241.83
122193	5/19/2016	COUNTY OF RIVERSIDE	FLEET MAR 2016	883.20
122194	5/19/2016	RK ENGINEERING GROUP INC	CASE & D STREET SIGNAL	1,251.00
122195	5/19/2016	ROSA'S BRIDE & TUX SHOP	YAC MIC NIGHT	151.20
122196	5/19/2016	ROTARY CLUB OF PERRIS	QUATERLY DUES JAN-MAR	152.24
122197	5/19/2016	RTSS, INC	FENCING/COMMUNITY GARDEN	1,308.00
122198	5/19/2016	CYNTHIA SANCHEZ	MILEAGE 4/04-5/06/16	134.57
122199	5/19/2016	SCE	04/08-05/09/16	68,974.78

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<b>CK NUMBER</b>	<b>DATE ISSUED</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
122200	5/19/2016	SCOTT FAZEKAS & ASSOCIATES	PLAN CHECK SERVICES 3/01-3/31	5,771.97
122201	5/19/2016	SOUTH COAST A.Q.M.D.	AQMD FEE JLY 15-JUN 16	122.53
122202	5/19/2016	SPARKLETTS	BOTTLED WATER	664.49
122203	5/19/2016	THE STANDARD	INSURANCE APRIL 2016	1,518.74
122204	5/19/2016	STANLEY CONVERGENT SECURITY	24 S D ST & COUNCIL CHAMBERS JUN '16	436.01
122205	5/19/2016	STARS IN STRIPES	TROPHIES/KIDS SOCCER	838.62
122206	5/19/2016	STATE OF CALIFORNIA	ALCOHOL ANALYSIS	210.00
122207	5/19/2016	STATER BROS MARKETS	MOM & TOTS/COUNCIL MTG/MOTHER'S DAY	271.73
122208	5/19/2016	STEVE LEMON AIR CONDITIONING	MAINT/VARIOUS BUILDINGS	2,368.00
122209	5/19/2016	SUNGARD PUBLIC SECTOR INC	CONTRACT 6/01-6/30	3,388.00
122210	5/19/2016	TEAMSTERS LOCAL 911	UNION DUES/MAY16	2,326.00
122211	5/19/2016	TIME WARNER CABLE	CABLE 5/11-6/19/16	48.15
122212	5/19/2016	TRI-LAKE CONSULTANTS, INC	ENG PROJECTS 3/05-4/01/16	81,469.75
122213	5/19/2016	TRI-R GENERAL CONTRACTOR	2ND DRAW-168 E4TH STREET	4,952.80
122214	5/19/2016	VISTA PAINT CORPORATION	PAINT	591.14
122215	5/19/2016	WALTERS WHOLESALE ELECTRIC	LAMPS/ROW STUDS	295.62
122216	5/19/2016	WINZER CORPORATION	AUTO PARTS	602.70
122217	5/19/2016	XEROX CORPORATION	COPIER LEASE/VARIOUS DEPTS	2,209.57
122218	5/26/2016	ACCESS ELECTRIC SUPPLY	BASE LAMPS	1,157.76
122219	5/26/2016	ACCOUNTEMPS	TEMP SERVICES	3,743.49
122220	5/26/2016	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	1,105.01
122221	5/26/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	2,242.48
122222	5/26/2016	AT&T	PHONE/FAX 4/06-5/06/16	310.49
122223	5/26/2016	AUTO ZONE COMMERCIAL	DURALAST STARTER/SUPPLIES	101.10
122224	5/26/2016	TAMMY BIANCO	MILEAGE 5/11/16 & APA MEETING	58.88
122225	5/26/2016	BILL & DAVE'S LDSC MAINTENANCE	CHANNEL MAINTENANCE	9,225.00
122226	5/26/2016	BIO-TOX LABORATORIES	BLOOD ANALYSIS	2,975.68
122227	5/26/2016	BSN SPORTS	FOSS FIELD PARK	1,211.68
122228	5/26/2016	CALOLYMPIC SAFETY	SAFETY EQUIPMENT	1,151.25
122229	5/26/2016	CAM GUARD, INC.	METZ PARK	9,764.36
122230	5/26/2016	CAMERON WELDING SUPPLY	ARGON GAS	19.10
122231	5/26/2016	CG RESOURCE MANAGEMENT	WQMP PLAN CHECK	1,207.50
122232	5/26/2016	COMMUNITY WORKS DESIGN GROUP	STORM DRAIN MAR 16	480.78
122233	5/26/2016	CORPORATE PAYMENT SYSTEM	FUEL/BUSINESS MEALS	374.55
122234	5/26/2016	CORPORATE PAYMENT SYSTEM	COUNCIL EVENT & NAACP REGISTRATION	795.10
122235	5/26/2016	CORPORATE PAYMENT SYSTEM	MEETING CM & STAFF	84.85
122236	5/26/2016	CREATIVE PRINTING	HEALTH SURVEYS/SR PROM/RODS & RAILS	703.51
122237	5/26/2016	DAN'S FEED AND SEED INC.	ANTENNA/GYM	178.36
122238	5/26/2016	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	7,675.00
122239	5/26/2016	EASTERN MUNICIPAL WATER	4/07-5/11/16	1,779.49
122240	5/26/2016	ELITE FIRE PROTECTION	ANNUAL FIRE EXT SERVICE	1,044.84
122241	5/26/2016	ELITE ROAD SERVICES & TIRES	TRAILER TIRES	1,042.16
122242	5/26/2016	EXPERIAN	CREDIT SERVICES 3/28-4/28/16	100.28
122243	5/26/2016	FASTENAL COMPANY	NUTS/BOLTS/HITCH PIN	118.15
122244	5/26/2016	FEDERAL EXPRESS CORP	EXPRESS MAIL	106.18
122245	5/26/2016	FRONTIER	5/13-6/12/16	542.09
122246	5/26/2016	FULL THROTTLE	6/01-6/30/16	4,582.00
122247	5/26/2016	IAN GALLOWAY	50% DEPOSIT RODS & RAILS SHOW	250.00
122248	5/26/2016	ARTURO GARCIA	CERT PROGRAM REIMB	230.00
122249	5/26/2016	GENESIS GONZALEZ	REFUND/322 S D STREET	98.56
122250	5/26/2016	GOSCH - FORD - LINCOLN	COVER WHEEL	276.74
122251	5/26/2016	GRAFFITI TRACKER INC	SERVICES FEB-APR 2016	4,725.00
122252	5/26/2016	GRANICUS, INC.	MONTHLY 6/01-6/30	1,776.75
122253	5/26/2016	GREAT PACIFIC EQUIPMENT	FIRE EXT/BUCKET VAN	8,887.59
122254	5/26/2016	GREER'S CONCRETE	ROTARY PARK	8,415.00
122255	5/26/2016	H & H GENERAL CONTRACTOR	P8-1229 MAR 16	575,378.87
122256	5/26/2016	RICH HEIDE	FUSE KIT/DEKA BATTERY	367.18
122257	5/26/2016	HERNANDEZ LANDSCAPE CO	RED PINE @ B ST & CHANNEL MAINT	1,456.00
122258	5/26/2016	HOME DEPOT CREDIT SERVICES	BUCKETS/ROLLERS/RAKES/GARAGE DOOR OPENER	381.54
122259	5/26/2016	JENNIFER HUBER	BALLET 4/04-5/09	513.92
122260	5/26/2016	INLAND SIGNS INC.	1ST DRAW- 360 E 4TH STREET	4,625.05

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<b>CK NUMBER</b>	<b>DATE ISSUED</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
122261	5/26/2016	IRON MOUNTAIN	STORAGE 5/01-5/31/16	991.16
122262	5/26/2016	JOLLY JUMPS	1ST 5-SPONSOR-HEALTH FAIR	324.00
122263	5/26/2016	KH METALS AND SUPPLY	WELD TUBE/ELECTRIC	472.18
122264	5/26/2016	LA GARE CAFE	3RD DRAW-TENANT INCENTIVE PROGRAM	25,000.00
122265	5/26/2016	LEADING EDGE LEARNING CENTER	TUTORING MAR 16	1,620.00
122266	5/26/2016	LEADING EDGE LEARNING CENTER	YAC PROF DEVELOPMENT	360.00
122267	5/26/2016	MONJARAS & WISMAYER GROUP	PROF SVCS 3/24-5/19	1,438.10
122268	5/26/2016	MR. G'S PLUMBING	MAINT/PARKS	843.50
122269	5/26/2016	NATIONAL NOTARY ASSOCIATES	DUES	59.00
122270	5/26/2016	PACIFIC CODE COMPLIANCE	PLANNING CASE PROJECTS	742.50
122271	5/26/2016	PHOTOGRAPHY BY KELLEN MURPHY	PROM PHOTOGRAPER	475.00
122272	5/26/2016	PITNEY BOWES INC	SERVICE CALL/TRAVEL	750.00
122273	5/26/2016	RB TRUCK REPAIR INC	BIT INSPECTION	270.00
122274	5/26/2016	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	554.26
122275	5/26/2016	RIGHTWAY	VARIOUS PARKS- PORTABLE TOILETS	1,561.21
122276	5/26/2016	COUNTY OF RIVERSIDE	ANIMAL CONTROL SERVICES APRL 16	8,775.00
122277	5/26/2016	RIVERSIDE COUNTY SHERIFF	CONTRACT 2/04-3/02/16	988,419.22
122278	5/26/2016	RIVERSIDE COUNTY SHERIFF	EVENTS 4/10-5/04	1,621.48
122279	5/26/2016	COUNTY OF RIVERSIDE	STORM TRAIL 1/01-3/31/16	546.81
122280	5/26/2016	COUNTY OF RIVERSIDE	FIRE SERVICES JAN-MAR '16	1,024,956.08
122281	5/26/2016	COUNTY OF RIVERSIDE	ELECTION SERVICES NOV 3, 2015	16,627.29
122282	5/26/2016	ROTARY CLUB OF PERRIS	QUATERLY DUES/JAN-MAR '16	261.00
122283	5/26/2016	ROW TRAFFIC SAFETY, INC	STREET SIGNS/ENGINE	3,451.57
122284	5/26/2016	S.S. REYNA JR.	227 N "D" ST	12,500.00
122285	5/26/2016	SAM'S CLUB DIRECT	SENIOR PROM SUPPLIES	662.49
122286	5/26/2016	SEVERN TRENT ENVIRONMENTAL	M&R MAR 2016	3,019.36
122287	5/26/2016	THE SoCo GROUP INC	FUEL	2,031.64
122288	5/26/2016	LAURA SOSA	FITNESS SERVICES 4/30-5/27/16	1,727.90
122289	5/26/2016	STAFFMARK	TEMP SERVICES	1,970.53
122290	5/26/2016	STANLEY CONVERGENT SECURITY	227 N D ST BLD B 5/04/16	242.00
122291	5/26/2016	STATE BOARD OF EQUALIZATION	1/02-12/31/15	241.94
122292	5/26/2016	STATER BROS MARKETS	HEALTH FAIR DEBRIEF/FOOD DEMOS	223.38
122293	5/26/2016	STETSON ENGINEERS INC	SALE OF WATER SYSTEM	7,347.80
122294	5/26/2016	STOTZ EQUIPMENT	MOWER BLADES	276.62
122295	5/26/2016	TIME WARNER CABLE	CABLE 5/21-6/20	2,136.78
122296	5/26/2016	VERIZON WIRELESS	4/14-5/13/16	7,480.07
122297	5/26/2016	ANGELICA VILLEGAS	TRANSLATION FACEBOOK APRIL 16	1,247.13
122298	5/26/2016	WALTERS WHOLESALE ELECTRIC	LAMPS/FRAMED GLVE	379.04
122299	5/26/2016	XEROX CORPORATION	COPIER LEASE/VARIOUS DEPTS	1,733.71

**\$ 4,592,576.57**

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date July 12, 2016**

**SUBJECT:** Annexation of CUP 15-05056 to the City's Maintenance Districts

**REQUESTED ACTION:**

Open and Close of Public Hearing, Open 3 Ballots and Adoption of 3 Resolutions Ordering the Annexation of CUP 15-05056 to the City's Maintenance Districts, Giving Final Approval to the Engineer's Reports, and the Levying of the 2016-2017 Assessments

**CONTACT:** Habib Motlagh, City Engineer

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**BACKGROUND/DISCUSSION:** CUP 15-05056 is a 0.48-acre project located on the south side of 4<sup>th</sup> Street between F and G Streets. The project is under the ownership of Westmoreland Dynasty Limited Partnership, and, as a condition of approval, is required to annex into the City's maintenance districts.

On May 10, 2016, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for July 12, 2016.

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**BUDGET (or FISCAL) IMPACT:** The proposed annual maximum assessments are subject to Standard Inflation Factors for labor, energy and water. The current annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Annual Assessment</u>
Maintenance District No. 84-1 (streetlights & traffic signals)	\$ 93.30
Landscape Maintenance District 1 (parkways)	1,088.58
Flood Control Maintenance District 1	<u>454.62</u>
Total Annual Assessment	\$1,636.50

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Reviewed by:

Assistant City Manager DC

City Attorney \_\_\_\_\_

**Attachments:**

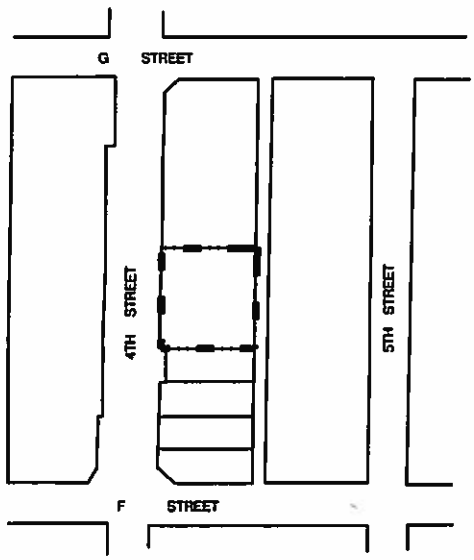
1. Location Map
2. Resolution Ordering the Annexation of CUP 15-05056 to MD 84-1, Giving Final Approval to the Engineer's Report, and the Levying of the 2016-2017 Assessments.
3. Resolution Ordering the Annexation of CUP 15-05056 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2016-2017 Assessments.
4. Resolution Ordering the Annexation of CUP 15-05056 to FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2016-2017 Assessments.

**Public Hearing:**

**ANNEXATION OF CUP 15-05056 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1,  
LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1**

0.48 Acres

**MD 84-1**



1 Street Light

Contribution towards traffic signals at the following intersections:

Perris Blvd and 4th Street  
Perris Blvd and G Street

5%  
5%

**LMD 1**

4th Street parkway along the north boundary

**FCMD 1**

Public flood control facilities including catch basin, concrete swale, and 6" storm drain and appurtenances.

**VICINITY MAP**

NOT TO SCALE

Facility	Annual Assessment
Street Lights and Traffic Signals	\$ 93,30
Parkways	1,088,58
Flood Control Facilities	454,62
<b>Total Annual Assessments</b>	<b>\$1,636,50</b>

Standard Inflation Factors (SIF)

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

MD 84-1 Assessments include SIF 1 and 2  
LMD 1 & FCMD 1 Assessments include SIF 1, 2, and 3

**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 CUP 15-05056 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, 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 10th day of May 2016, adopt its Resolution of Intention Number 4992 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the "District"), which Resolution of Intention Number 4992 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 4992, 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 4992, be done and made.

**Section 2.** Be it further resolved that:

- A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

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

**Section 4.** That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2016-2017 are hereby levied.

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

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Mayor, Daryl R. Busch

ATTEST:

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City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of July 2016, by the following called vote:

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

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City Clerk, Nancy Salazar



**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 CUP 15-05056 TO BENEFIT ZONE 118, CITY OF PERRIS LANDSCAPE 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 10th day of May 2016, adopt its Resolution of Intention Number 4995 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the "District"), which Resolution of Intention Number 4995 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 4995, 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 4995, be done and made.

**Section 2.** Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

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

and

**Section 4.** That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2016-2017 are hereby levied.

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

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Mayor, Daryl R. Busch

ATTEST:

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City Clerk, Nancy Salazar

**RESOLUTION NUMBER**

**Page 3**

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of July 2016, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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City Clerk, Nancy Salazar

**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 CUP 15-05056 TO BENEFIT ZONE 88, 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 10th day of May 2016, adopt its Resolution of Intention Number 4996 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 4996, 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 4996, 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 4996, 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 12th day of July 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 12th day of July 2016, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
City Clerk, Nancy Salazar

# Verbal Presentation

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: July 12, 2016**

**SUBJECT:** Designation of City Councilmember Voting Delegates and Alternates for the League of California Cities (L.C.C.) Annual Conference, Long Beach, California, October 5-7, 2016

**REQUESTED ACTION:** Appoint a City Councilmember as a voting delegate and alternate for the L.C.C. Annual Conference

**CONTACT:** Richard Belmudez, City Manager

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**BACKGROUND/DISCUSSION:** The League of California Cities Annual Conference is being held in Long Beach, California, October 5, 2016 – October 7, 2016. As a part of the League Conference the Annual Business Meeting is held. At this meeting, the League Membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, the City may appoint up to two alternate voting delegates.

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**BUDGET (or FISCAL) IMPACT:** No Fiscal Impact

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**Reviewed by:**

City Attorney  
Assistant City Manager 

**Attachments:** Voting Delegate/Alternate Form

**Consent:**  
**Public Hearing:**  
**Business Item:** July 12, 2016  
**Other:**





**Council Action Advised by July 31, 2016**

June 10, 2016

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

**Attachments:**

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: \_\_\_\_\_

2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

3. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: \_\_\_\_\_ E-mail \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_
(circle one) (signature)

Date: \_\_\_\_\_

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: July 12, 2016**

**SUBJECT:** City Budget Adoption

**REQUESTED ACTION:** Approve Changes to the City's Fiscal Year 2016-2017  
Operational and CIP Budgets

**CONTACT:** Jennifer Erwin, Assistant Director of Finance

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**BACKGROUND/DISCUSSION:**

The purpose of this report is to provide the City Council with the opportunity to consider and adopt amendments to the 2016/17. Staff is requesting the attached budget amendments be considered for approval.

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**BUDGET (or FISCAL) IMPACT:**

Payroll All Funds: (\$195,567)

Capital Improvement Program Expenditures: \$9,561,213

General Fund Revenues: \$282,000

General Fund Expenditures: \$326,000

Special Revenue Fund Expenditures: \$487,656

Other Budgets/Rollovers:

- NEOP/Health Grant
  - Unexpended grant funds will rollover at the end of Fiscal Year 2015-16
  - Fiscal Year 2016-17 – an award has been received by the City for \$220k but an operation budget has not been set or approved by the County
- CDBG, HOME, NSP3, and all other grants
  - Unexpended grant funds will rollover at the end of Fiscal Year 2015-16
- Capital Improvement Budgets
  - Unexpended CIP budgets will rollover at the end of Fiscal Year 2015-16

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Reviewed by:

  
Assistant City Manager

Business Item

## Payroll All Funds

Fund Title	Original Budget	Change in	
		Salaries & Benefits	Amended Budget
General Fund	7,369,775	13,033	7,382,808
Enterprise Funds	1,126,983	21,303	1,148,286
Special Revenue Funds	1,328,843	(224,370)	1,104,473
Agency Funds	136,270	14,071	150,341
RDA Successor	382,377	(19,604)	362,773
<b>Total All Funds</b>	<b>10,344,248</b>	<b>(195,567)</b>	<b>10,148,681</b>

## Capital Improvement Projects

Projects	Original Budget	Amendment Amount	Amended Budget	Funding Source
D013 Murrieta Crossing @ Metz Channel	136,251	300,000	436,251	Measure A Traffic Fund
D013 Murrieta Crossing @ Metz Channel	500,000	300,000	800,000	Storm Drain Developer Fees
S014 Goetz Road Improvements	-	1,000,000	1,000,000	City Projects / External Contributions
S014 Goetz Road Improvements	1,297,571	1,000,000	2,297,571	Developer Fees (DIF)
S023 Placentia/I-215 Extension	494,251	(420,960)	73,291	Measure A Traffic Fund
S023 Placentia/I-215 Extension	-	1,000,000	1,000,000	RBBB
S031 Evans Road	2,800,000	(1,364,603)	1,435,397	City Projects / External Contributions
S034 Ethanac Road	250,000	3,500,000	3,750,000	City Projects / External Contributions
S036 Annual Pothole Repair Program	652,826	100,000	752,826	Measure A Traffic Fund
S079 Perris Blvd Pavement Rehab Over I-215	150,000	500,000	650,000	Measure A Traffic Fund
S079 Perris Blvd Pavement Rehab over I-215	1,500,000	50,000	1,550,000	City Projects / External Contributions
S079 Perris Blvd Pavement Rehab over I-215	-	2,000,000	2,000,000	Developer Fees (DIF)
S089 Redlands Blvd - Ramona to Placentia	1,100,000	1,000,000	2,100,000	RBBB
T009 Traffic Studies & Reports	145,211	58,000	203,211	Traffic Safety Fund
T019 Traffic Signal Pedestrian Count	100,000	100,000	200,000	Traffic Safety Fund
T021 Traffic Signal - Ethanac/Murrieta	300,000	200,000	500,000	Traffic Safety Fund
T023 Traffic Signal - 4th/A Street Upgrade	-	150,000	150,000	Traffic Safety Fund
S021 Perris Blvd Phase II	-	33,846	33,846	RBBB
P021 Park Renovation /Eqmpt Replacement	1,457,306	49,568	1,506,874	Developer Fees (DIF)
P031 Patriot Park Soccer Complex	3,305,456	5,362	3,310,818	Developer Fees (DIF)
<b>Total Projects</b>	<b>14,188,872</b>	<b>9,561,213</b>	<b>23,750,085</b>	

## General Fund Revenues

Revenue	Original Budget	Amendment Amount	Amended Budget	Comments/Department
Sales & Use Tax	10,787,786	(400,000)		Per HDL new estimate and Triple Flip Ending
Home Depot Sales Tax Recovery		682,000	11,069,786	Receipt of this reallocation will occur in FY 16/17
<b>Total Sales &amp; Use Tax Change</b>	<b>10,787,786</b>	<b>282,000</b>	<b>11,069,786</b>	

## General Fund Expenditures

Expenditures	Original Budget	Amendment Amount	Amended Budget	Comments/Department
Educational Reimbursement	1,500	1,500	3,000	Administration
Educational Reimbursement	1,500	3,000	4,500	Leisure
Educational Reimbursement	-	4,500	4,500	Sports
Community Garden	-	25,000	25,000	Administration
Office Supplies	1,500	1,000	2,500	HR/Risk
Employment Physicals	1,000	4,000	5,000	HR/Risk
Special Department Expense	1,500	1,000	2,500	HR/Risk
Abandoned Home Abatement	-	25,000	25,000	Building
Contract Staffing - Plans Examiner	-	70,000	70,000	Building
Traffic Device Electricity	35,000	28,040	63,040	PW Engineering
Traffic Signal Maintenance	52,000	(52,000)	-	PW Engineering
Traffic Signal Maintenance Contract	30,000	(30,000)	-	PW Engineering
Dump Site Maintenance/Security	-	20,000	20,000	Street Maintenance
Eliminate budget for Development Services Renovations	100,000	(100,000)	-	Facilities
City Wide Building Maintenance; Includes new fire station	215,000	35,000	250,000	Facilities
Local Vet and Animal Shelter/Disposal cost increase	9,000	5,000	14,000	Animal Services
Vector Control contract increase	25,000	10,000	35,000	Animal Services
Chameleon Software for Animal Control	-	25,000	25,000	Animal Services
Lake Elsinore Aeration & Mixing System Added	81,000	20,451	101,451	NPDES
Lynn Merrill & Assoc	-	9,152	9,152	NPDES
Storm Drain/Catch Basin Maint	103,000	123,368	226,368	NPDES

TTC Training	400	3,200	3,600	City Clerk
Public Safety PERS	140,351	23,536	163,887	Internal Services/Insurance
General & Liability Insurance, Comp Claims	338,335	(15,997)	322,338	Internal Services/Insurance (combined w/Crime & Comp)
Supplies for 3 new committees	-	6,000	6,000	Beautification/Econ Devmt/Comm Devmt Committees
Live Well Workouts - New budget	-	5,000	5,000	Rec Services
Live Well Pet Parade - New budget	-	3,000	3,000	Rec Services
Live Well Hike/Bike Evts - New budget	-	5,000	5,000	Rec Services
Live Well Senior Prom - New budget	-	9,000	9,000	Senior Services
Senior Acknowledgment Day-New budget	-	4,000	4,000	Senior Services
Contract Staffing - Patriot Park Monitoring	-	40,000	40,000	Sports
City Newsletter - Addtl Printing/Mailing Costs	60,000	6,000	66,000	Media
Increase In Housing Authority Expenditures	6,250	8,250	14,500	Transfer Out to Housing Authority-Rent & Utilities
<b>Total Expenditure Changes</b>	<b>1,202,336</b>	<b>326,000</b>	<b>1,528,336</b>	

### Special Revenue Fund Expenditures

Special Revenue Funds	Original Budget	Amendment Amount	Amended Budget	Funding Source
Traffic Signal Maint Contract	-	44,400	44,400	Traffic Safety Fund
Traffic Signal Maint & 5 new signals (Perris Valley Line)	-	78,000	78,000	Traffic Safety Fund
Construction Observation	-	20,000	20,000	Traffic Safety Fund
<b>Total Traffic Safety Fund</b>	<b>-</b>	<b>142,400</b>	<b>142,400</b>	
Property Taxes	-	35,000	35,000	Community Economic Development Corp
<b>Total Community Economic Development Corp</b>	<b>-</b>	<b>35,000</b>	<b>35,000</b>	
Contract Services	458,136	179,457	637,593	Flood Control Maint District
Grounds Maint (System Upgrades)	369,762	97,825	467,587	Flood Control Maint District
Building Maintenance	-	7,000	7,000	Flood Control Maint District
<b>Total Flood Control Maint District</b>	<b>827,898</b>	<b>284,282</b>	<b>1,112,180</b>	
Office Supplies	500	200	700	84-1 Street Lighting Maint District
Printing, Publishing, Binding	100	200	300	84-1 Street Lighting Maint District
Contract Services	37,195	2,193	39,388	84-1 Street Lighting Maint District
Office Equipment / Furnishings	800	400	1,200	84-1 Street Lighting Maint District
Building Maintenance	-	7,000	7,000	84-1 Street Lighting Maint District
Traffic Control Device Repairs	60,000	41,080	101,080	84-1 Street Lighting Maint District
Utilities - Electric	607,905	(25,099)	582,806	84-1 Street Lighting Maint District
<b>Total 84-1 Street Lighting Maint District</b>	<b>706,500</b>	<b>25,974</b>	<b>732,474</b>	