

*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, February 24, 2015

6:00 P.M.

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

1. CALL TO ORDER: 6:00 p.m.

2. ROLL CALL:

Rogers, Burke, Rabb, Rodriguez, Busch

3. INVOCATION:

Pastor Carl Wiggins
Eagle Wings Christian Church
1201 N. "A" Street
Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilwoman Rogers will lead the Pledge of Allegiance.

5. PRESENTATIONS/ANNOUNCEMENTS:

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

6. APPROVAL OF MINUTES:

- A. Approval of the Minutes of the Joint Regular Meeting of the City Council, Successor Agency to the Redevelopment Agency, Perris Public Finance Authority, Perris Public Utility Authority, Housing Authority, Perris Joint Powers Authority and Perris Community Economic Development Corporation of the City of Perris held February 10, 2015 and the Special Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Joint Powers Authority, Perris Community Economic Development Corporation, the Perris Planning Commission and the Perris Public Safety Commission held February 17, 2015.

7. CONSENT CALENDAR:

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

- A. Adopt the Second Reading of Ordinance Number (next in order) updating Title 8 of the Perris Municipal Code, Animal Control Ordinance, related to exotic animals and reptiles. (Applicant: City of Perris).

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 8.08 OF THE PERRIS MUNICIPAL CODE REGARDING ANIMAL CONTROL REGULATIONS FOR EXOTIC ANIMALS

- B. Approval to award bid to Tri-R General Contractors for tenant improvements regarding 24 South "D" Street, Perris Station Apartments Commercial Space, Suites 100 and 102.
- C. Approve the Right of Entry and Inspection Agreement for the connection of storm drain lines to Perris Valley Master Drainage Plan Line J. (Walmart Stores).

- D. Approve the proposal with Stetson Engineering to assist with the development and implementation of connectivity between the north Perris Water System and the current City of Perris Water System.
- E. Approve the First Addendum to the Agreement for Professional Services with Willdan Financial Services for Special District Services provided for Perris Community Facilities Districts, Perris Financing Authority Administration, Joint Powers Authority Administration and RDA.
- F. Adopt Resolution Number (next in order) regarding Annexation of Parcel into CFD 1-S (South Perris Public Services District) - Annexation #6 (7-Eleven); APN #310-082-031. (Applicant: BELDU Partners).

The Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 6]

- G. Adopt Resolution Number (next in order) regarding Street Vacation 13-09-0009 to summarily vacate a portion of 5th Street, between "C" Street and the A.T.S.F. Railroad right-of-way, to facilitate access to the future Downtown Perris Metrolink Station. (Applicant: Riverside County Transportation Commission).

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, TO SUMMARILY VACATE A PORTION OF 5TH STREET, BETWEEN C STREET AND THE A.T.S.F. RAILROAD RIGHT-OF-WAY, TO FACILITATE ACCESS TO THE FUTURE DOWNTOWN PERRIS METROLINK STATION WITHIN THE DOWNTOWN SPECIFIC PLAN AREA, SUBJECT TO THE FINDINGS NOTED HEREIN

8. PUBLIC HEARINGS:

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

- A. Consideration to adopt Resolution Number (next in order) regarding the proposed Substantial Amendment to the 2014-2019 (Five-Year) Consolidated Plan and the FY 2014-2015 Action Plan to provide funding to eligible CDBG projects, specifically the Metz Park Improvement Project.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APROVING AN AMENDMENT TO THE FIVE YEAR CONSOLIDATED PLAN (2014-2019) AND FISCAL YEAR 2014-2015 ANNUAL ACTION PLAN BY REALLOCATING \$96,734.65 IN UNEXPENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE FISCAL YEAR 2013-2014 ANNUAL ACTION PLAN TO THE FISCAL YEAR 2014-2015 ANNUAL ACTION PLAN

Introduced by: Darren Madkin, Deputy City Manager

PUBLIC COMMENT:

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

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

- A. 2014-15 Mid-Year Budget Review and Capital Improvement Program Update.

Introduced by: Ron Carr, Assistant City Manager

PUBLIC COMMENT:

10. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

11. COUNCIL COMMUNICATIONS:

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

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

12. CITY MANAGER'S REPORT:

13. CLOSED SESSION:

- A. Conference with Real Property Negotiators – Government Code Section 54956.8
 - Property: 227 North "D" Street, Perris, CA
 - City Negotiator: Richard Belmudez, City Manager
 - Negotiating Parties: Boys and Girls Club of Perris
Southwest Veteran's Business Resource Center
 - Under Negotiation: Price and terms of payment

- B. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(2); 2 cases:
 - 1. BAI Investor, LLC v. City of Perris, et al.
 - 2. California Clean Energy Committee v. City of Perris

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: February 24, 2015
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on February 10, 2015 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Joint Powers Authority and the Perris Community Economic Development Corporation and the Special Meeting held on February 17, 2015 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Joint Powers Authority and the Perris Community Economic Development Corporation and the Perris Planning Commission and the Perris Public Safety Commission

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

Attachments:

- **Minutes of the Regular Joint Meeting held on February 10, 2015 of the City Council, Successor Agency to the Redevelopment Agency, Perris Public Finance Authority, Perris Public Utilities Authority, Housing Authority, Perris Joint Powers Authority and the Perris Community Economic Development Corporation and the Special Meeting held on February 17, 2015 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Joint Powers Authority and the Perris Community Economic Development Corporation and the Perris Planning Commission and the Perris Public Safety Commission**

CITY OF PERRIS

MINUTES:

Date of Meeting: February 10, 2015

06:00 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: 6:00 p.m.

Mayor Busch called the regular City Council meeting to order at 6:00 p.m.

2. ROLL CALL:

Councilmembers Present: Rodriguez, Rogers, 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 Judge, Fire Chief Barnett, Director of Development Services Miramontes, Capital Improvement Project Manager Morales, Information Technology Manager Cervantes, Administrative Services Manager Carlos, Assistant Director of Community Services and Housing Chavez, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo, Records Clerk Haughney and City Clerk Salazar.

3. INVOCATION: Pastor Ted Norton New Life Fellowship Church 1041 Davis Road Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilman Rodriguez led the Pledge of Allegiance.

5. PRESENTATIONS/ANNOUNCEMENTS:

A. The County of Riverside Department of Public Health will give a presentation regarding community forums.

6. APPROVAL OF MINUTES:

A. Approval of the Minutes of the Joint Regular Meeting of the City Council, Successor Agency to the Redevelopment Agency, Perris Public Finance

Authority, Perris Public Utility Authority, Housing Authority, Perris Joint Powers Authority and Perris Community Economic Development Corporation of the City of Perris held January 27, 2015.

The Mayor called for a motion.

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

AYES: Julio Rodriguez, Rita Rogers, Tonya Burke, David Starr Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

7. CONSENT CALENDAR:

The Mayor called for Public Comment.

There was no Public Comment.

- A. Adopted the Second Reading of Ordinance Number 1311 designating the time for Regular City Council Meetings to commence at a time established by resolution.

The Second Reading of Ordinance Number 1311 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE CHAPTER 2.04 REGARDING CITY COUNCIL MEETINGS, TO DESIGNATE THE TIME FOR REGULAR CITY COUNCIL MEETINGS TO COMMENCE BY RESOLUTION

- B. Adopted Resolution Numbers 4812, 4813 and 4814 regarding Annexation of PM 36469 to Maintenance District No. 84-1, located on the east side of Redlands Avenue with the Oleander Channel along the north boundary and the Perris Valley Storm Drain Channel along the east boundary. (Ownership of: Stratford Ranch LLC).

Resolution Number 4812 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 PM 36469 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4813 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 PM 36469 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4814 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 36469 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 14, 2015

- C. Adopted Resolution Number 4815 regarding Annexation of PM 36469 to Flood Control MD No. 1, located on the east side of Redlands Avenue with the Oleander Channel along the north boundary and the Perris Valley Storm Drain Channel along the east boundary. (Ownership of: Stratford Ranch LLC).

Resolution Number 4815 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 PM 36469 TO BENEFIT ZONE 81, 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 APRIL 14, 2015

- D. Adopted Resolution Numbers 4816, 4817 and 4818 regarding Annexation of the PM 36469 to Landscape Maintenance District No. 1 (LMD 1), located on the east side of Redlands Avenue with the Oleander Channel along the north boundary and the Perris Valley Storm Drain Channel along the east boundary. (Ownership of: Stratford Ranch LLC).

Resolution Number 4816 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 110 (PM 36469) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4817 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 PM 36469 TO BENEFIT ZONE 110, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4818 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 110, 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 110, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 36469 TO BENEFIT ZONE 110, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 14, 2015

- E. Received and filed the Investment Report for the Quarter Ended December 31, 2014.
- F. Approved closure of Evans Road between Orange Avenue and Citrus Avenue.
- G. Adopted Resolution Number 4819 instituting foreclosure proceedings in regards to CFD Nos. 2004-3, 2004-5, 2005-2, 2005-4.

Resolution Number 4819 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AUTHORIZING AND ORDERING JUDICIAL FORECLOSURE OF CURRENT AND FUTURE DELINQUENT SPECIAL TAXES RELATED TO COMMUNITY FACILITIES DISTRICT NOS. 2004-3, 2004-5, 2005-2 AND 2005-4 OF THE CITY OF PERRIS, PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

- H. Adopted Resolution Number 4820 regarding Street Vacation 13-09-0008, to summarily vacate a portion of 2nd Street, between "D" Street and the A.T.S.F. Railroad Right-of-Way, to facilitate access to the future Downtown Perris Metrolink Station. (Applicant: Riverside County Transportation Commission).

Resolution Number 4820 is entitled:
 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO SUMMARILY VACATE A PORTION OF 2nd STREET, BETWEEN "D" STREET AND THE A.T.S.F. RAILROAD RIGHT- OF-WAY, TO FACILITATE ACCESS TO THE FUTURE DOWNTOWN PERRIS METROLINK STATION WITHIN THE DOWNTOWN SPECIFIC PLAN AREA, SUBJECT TO THE FINDINGS NOTED HEREIN

- I. Adopted Resolution Number 4821 regarding a 2015 California State Parks Off-Highway Motor Vehicle Grant.

Resolution Number 4821 is entitled:
 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

The Mayor called for a motion.

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

AYES: Julio Rodriguez, Rita Rogers, Tonya Burke, David Starr Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

8. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 4822, SA-002 and PPFA-50 regarding the approval of the issuance of (a) Perris Public Financing Authority Tax Allocation Revenue Refunding Bonds 2015 Series A in the aggregate principal amount not to exceed \$25 million, and (b) Perris Public Financing Authority Subordinate Tax Allocation Revenue Refunding Bonds 2015 Series B in the aggregate principal amount not to exceed \$25 million, the proceeds of which will be loaned to the Successor Agency to the Redevelopment Agency of the City of Perris to refinance redevelopment activities and public improvements of benefit to City's redevelopment projects, approving certain documents, finding public benefits and taking certain actions in connection therewith.

Resolution Number 4822 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING LOAN AGREEMENTS BETWEEN THE PERRIS PUBLIC FINANCING AUTHORITY AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS RELATING TO REFINANCING OF PRIOR DEBT OF THE REDEVELOPMENT AGENCY; THE ISSUANCE OF CERTAIN BONDS BY THE AUTHORITY. THE PUBLIC BENEFITS RELATING TO SAID FINANCING AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Resolution Number SA-002 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY TO THE CITY OF PERRIS, AUTHORIZING THE EXECUTION OF SEVEN LOAN AGREEMENTS RELATING TO THE REDEVELOPMENT PROJECT-1987, THE REDEVELOPMENT PROJECT-1994, THE CENTRAL PERRIS AND NORTH PERRIS REDEVELOPMENT PROJECT, AND HOUSING OBLIGATIONS IN CONNECTION WITH REFINANCING CERTAIN OUTSTANDING DEBT OF THE FORMER REDEVELOPMENT AGENCY, AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

Resolution Number PPFA-50 is entitled:

A RESOLUTION OF THE PERRIS PUBLIC FINANCING AUTHORITY AUTHORIZING THE ISSUANCE OF ITS TAX ALLOCATION REVENUE REFUNDING BONDS 2015 SERIES A AND TAX ALLOCATION SUBORDINATE REVENUE REFUNDING BONDS 2015 SERIES B IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50 MILLION TO FUND LOANS TO THE SUCCESSOR AGENCY, AND AUTHORIZING THE PURCHASE OF THOSE LOANS BY THE AUTHORITY, APPROVING CERTAIN DOCUMENTS AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH

Assistant City Attorney Luck gave the presentation on this item.

Mayor Busch opened the Public Hearing at 6:17 p.m.

There was no Public Comment

Mayor Busch closed the Public Hearing at 6:17 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Julio Rodriguez to Approve Resolution Numbers 4822, SA-002 and PPFA-50 as presented.

AYES: Julio Rodriguez, Rita Rogers, Tonya Burke, David Starr
Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

- B. Introduced the First Reading of Ordinance Number 1312 updating Title 8 of the Perris Municipal Code, Animal Control Ordinance, related to exotic animals and reptiles. (Applicant: City of Perris).

The First Reading of Ordinance Number 1312 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS,
CALIFORNIA, AMENDING CHAPTER 8.08 OF THE PERRIS
MUNICIPAL CODE REGARDING ANIMAL CONTROL
REGULATIONS FOR EXOTIC ANIMALS

This item was presented by Mr. David Martinez
The Mayor opened the Public Hearing at 6:21 p.m.
There was no Public Comment.
The Mayor closed the Public Hearing at 6:21 p.m.

The following Councilmembers spoke:
Rogers
Rodriguez

The Mayor called for a motion.

M/S/C: Moved by Julio Rodriguez, seconded by David Starr Rabb to
 Approve the first reading of Ordinance 1312 as presented.

AYES: Julio Rodriguez, Rita Rogers, Tonya Burke, David Starr
 Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

9. BUSINESS ITEMS:

- A. Presentation by the Western Riverside Energy Leadership Partnership (WRELP) for City of Perris Advancement to Gold Level Tier. Introduced by: Michael Morales, Capital Improvement Project Manager PUBLIC COMMENT:

Mr. Tyler Masters of the Western Riverside Energy Leadership Partnership (WRELP) gave the presentation on this item.
The Mayor called for Public Comment.
There was no Public Comment.

The following Councilmembers spoke:
Rogers
Busch

10. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:**Carmen Cuevas****Keith Chavers****Cesar Santillana****Ali Mazarei****Maria Valeriano**11. **COUNCIL COMMUNICATIONS:****The following Councilmembers spoke:****Rodriguez****Rabb****Rogers****Burke****Busch**12. **CITY MANAGER'S REPORT:**13. **CLOSED SESSION:**

- A. Conference with Real Property Negotiators - Government Code Section 54956.8 Property: 227 North "D" Street, Perris, CA City Negotiator: Richard Belmudez, City Manager Negotiating Parties: Boys and Girls Club of Perris Southwest Veteran's Business Resource Center Under Negotiation: Price and terms of payment
- B. Conference with Real Property Negotiators - Government Code Section 54956.8 Property: 403 E. 4th Street, Perris, CA City Negotiator: Richard Belmudez, City Manager Negotiating Parties: California Department of Forestry Under Negotiation: Price and terms of payment
- C. Conference with Real Property Negotiators - Government Code Section 54956.8 Property: APN# 303-300-027 City Negotiator: Richard Belmudez, City Manager Negotiating Parties: Riverside County Under Negotiation: Price and terms of payment
- D. Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(2); 1 case:
 - 1. BAI Investor, LLC v. City of Perris, et al.
- E. Conference with Legal Counsel - Anticipated Litigation - Government Code Section 54956.9 (d)(4) - 2 cases

14. **ADJOURNMENT:****The City Council adjourned to Closed Session at 7:16 p.m.****The City Council reconvened in Open Session at 8:56 p.m. There was no**

reportable action.

There being no further business the City Council meeting was adjourned at 8:57 p.m. in memory of Mike Ashley.

Respectfully Submitted,

Nancy Salazar, City Clerk

MINUTES

**SPECIAL JOINT WORKSESSION OF THE CITY COUNCIL,
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY,
PUBLIC FINANCE AUTHORITY, PUBLIC UTILITY
AUTHORITY AND HOUSING AUTHORITY, PERRIS JOINT
POWERS AUTHORITY, PERRIS COMMUNITY ECONOMIC
DEVELOPMENT CORPORATION, PLANNING COMMISSION
AND PUBLIC SAFETY COMMISSION OF THE CITY OF
PERRIS**

**Tuesday, February 17, 2015
4:00 P.M.**

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

1. **CALL TO ORDER:** 4:00 p.m.
Mayor Busch called the Special Joint Worksession to order at 4:10 p.m.

2. **ROLL CALL:**

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

Planning Commissioner's Present: Stuart, McCarron, Hammond
Planning Commissioner's Absent: Shively, Marin, Acuna, Barnes

Public Safety Commissioner's Present: Bacha, Dapice, Rasmussen, Turner
Public Safety Commissioner's Absent: Bieger, Weir

Staff Present: City Manager Belmudez, Assistant City Manager Carr,
Administrative Services Manager Carlos, Director of Development Services
Miramontes and City Clerk Salazar

3. **WORKSESSION:**

- A. Ethics Training in Compliance with AB 1234.

Introduced by: Richard Belmudez, City Manager

The training was conducted by Lindsay M. Tabaian, Esq. with the firm Aleshire & Wynder LLP.

The Mayor called a recess at 5:07 p.m. The Mayor reconvened the meeting at 5:17 p.m.

4. ADJOURNMENT:

There being no further business the meeting was adjourned at 5:40 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY COUNCIL/REDEVELOPMENT AGENCY
AGENDA SUBMITTAL

Meeting Date: February 24, 2015

SUBJECT: **Second Reading of Ordinance Amendment (OA) 15-050005 – to update Title 8 of the Perris Municipal Code, Animal Control Ordinance, related to exotic animals and reptiles. Applicant: City of Perris**

REQUESTED ACTION: **Adopt Ordinance No. 1312 approving Ordinance Amendment OA 15-050005 amending Title 8 of the Perris Municipal Code related to exotic animals and reptiles**

CONTACT: **David J. Martinez, Interim Building Official/Fire Marshal**

BACKGROUND/DISCUSSION:

On February 10, 2015, the City Council unanimously approved Ordinance Amendment 14-05-0006 to update Title 8 of the Municipal Code for the inclusion and regulation of Pot Bellied Pigs, small reptiles and venomous spiders, such as tarantulas. The update was made at the recommendation of the Public Safety Commission. Upon adoption, the updated Title 8 Ordinance will become enacted thirty days thereafter.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item has been budgeted under the 2014-2015 Fiscal Year Budget.

Prepared by: David J. Martinez, Interim Building Official/Fire Marshal
Reviewed by: Clara Miramontes, Director of Development Services

Reviewed by: Ron Carr, Assistant City Manager 
City Attorney: N/A

Attachments: Ordinance

Consent: X
Public Hearing:
Business Item:
Other:

ORDINANCE NUMBER 1312

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 8.08 OF THE PERRIS MUNICIPAL CODE REGARDING ANIMAL CONTROL REGULATIONS FOR EXOTIC ANIMALS

WHEREAS, the City Council of the City of Perris has the authority to react when the potential exists for jeopardy to the public health, safety and general welfare of its citizens; and

WHEREAS, the City Council finds and determines that unregulated exotic animals pose a serious threat to the residents and the environment throughout the City of Perris; and

WHEREAS, the City Council finds that the regulation of exotic animals and reptiles is necessary for the protection of Perris residents, for the preservation of public health, safety and general welfare; and

WHEREAS, the City Council desires to amend Section 8.08.070 and Section 8.08.180 of the Perris Municipal Code to attain the foregoing objectives.

WHEREAS, on February 10, 2015 the City Council conducted a duly noticed public hearing introducing the first reading of Ordinance Number 1312, considered testimony and materials in the staff reports, accompanying documents and exhibits;

WHEREAS, the City Council has reviewed and considered the environmental information included in the submittal report and accompanying attachments prior to taking action on the application for the proposed project and finds the project to be Categorical Exempt pursuant to Article 19 Section 15321 of California Environmental Quality Act (CEQA) as the Ordinance Amendment is to update the City's Animal Control Regulations in compliance with federal requirements; and

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

Section 2. Amendment to Section 8.08.070 of the Perris Municipal Code. Section 8.08.070 (PROHIBITED ANIMALS) of the Perris Municipal Code is hereby amended to read in its entirety as follows:

“Section 8.08.070 Prohibited animals.

A. It is unlawful for any person to have, keep, maintain, or have in his or her possession or under his or her control, on any property within the city, any small animal, fowl, bovine, sheep, buffalo, ox, ostrich, donkey, horse, mule, llama, goat or swine, unless:

The lot size of the property is not less than twenty thousand square feet, and:

1. The animal is maintained at least one hundred fifty feet from any building on adjacent property;
2. There are no more than a collective total of five small animals or fowl (including pigeons, chickens, ducks, geese, turkeys and peacocks but excluding roosters), turtles and/or rabbits; and
3. There are no more than a collective total of two: horses, mules, buffalo, ostrich, llama, bovine, sheep, goats, ox, cattle, donkey or swine.

B. In addition, the keeping of large animals, such as horses, cows, sheep and pigs, shall be limited to the following densities:

1. Two large animals on at least twenty thousand square feet;
2. Three large animals on at least thirty thousand square feet;
3. Four large animals on at least one acre; and
4. More than four large animals shall only be allowed on property greater than one acre provided that there is at least twenty thousand square feet per animal.

C. It is unlawful for any person to have, keep, maintain or have in his or her possession or under his or her control:

1. A rooster on any property not less than twenty thousand square feet. No matter how large the property, it is unlawful for any person to keep, maintain or have in his or her possession or under his or her control more than two roosters; and

2. A horse, llama, buffalo, ostrich, sheep, goat, swine, bovine, ox, donkey, elephant, or mule on any property within the City unless the property is zoned RA or A1.

D. Upon receipt of a City permit, an exception is granted for the ownership and/or use of:

1. Pot Bellied Pigs to be kept and maintained in residential zoned areas in the City. No matter how large the property, it is unlawful for any person to keep, maintain or have in his or her possession or under his or her control more than one Pot Bellied Pig; and

2. Elephants at special events within the City.

E. Permits under this Section shall only be granted by the City upon a showing by the applicant that adequate safeguards have been established and will be maintained which will effectively control the possible dangerous or vicious propensities of such animal eliminating any danger to individuals or property, and provide that the keeping or using of such animal will in no way constitute a nuisance to the occupants of any surrounding property. The denial of the permit shall be in writing and shall specify the grounds for such denial. The applicant shall have ten days from the date the permit was denied in order to appeal such denial to the City Council.”

Section 3. Amendment to Section 8.08.180 of the Perris Municipal Code.
Section 8.08.180 (EXOTIC ANIMALS AND REPTILES) of the Perris Municipal Code is hereby amended to read in its entirety as follows:

“Section 8.08.180 Exotic animals and reptiles.

A. Unless zoning specifically allows otherwise or unless permitted by a state agency, no person shall have, keep or maintain, or have in his or her possession or under his or her control on any property within the city any exotic animal, any venomous or otherwise dangerous reptile or arachnid, or other dangerous or carnivorous wild animal, irrespective of its actual or asserted state of docility, tameness or domesticity. The senior animal control officer may impound any such animal and dispose of it in a humane manner after three working days to allow for legal restraining action by the owner.

B. Upon receipt of a City permit, an exception is granted for venomous spiders and exotic reptiles to be kept and maintained in residential zoned areas in the City of Perris. Such permit shall only be granted upon a

showing by the applicant that adequate safeguards have been established and will be maintained which will effectively control the possible dangerous or vicious propensities of such venomous spiders and small exotic reptiles, thereby eliminating any danger to individuals or property, and provide that the keeping or using of such venomous spiders and exotic reptiles will in no way constitute a nuisance to the occupants of any surrounding property. The denial of the permit shall be in writing and shall specify the grounds for such denial. The applicant shall have ten days from the date the permit was denied in order to appeal such denial to the City Council.

C. An exception is granted for elephants pursuant to Section 8.08.070(D).”

Section 4. No Repeal of other Provisions. Unless expressly modified or added herein, all provisions of Chapter 8.08 remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 6. 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.

WHEREAS, all legal prerequisites for the adoption of this resolution have occurred.

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

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

Section 2. Based on the information contained within the **Project Report and the accompanying attachments and exhibits, the City Council hereby finds that:**

ATTACHMENT 1

- A. The proposed Ordinance Amendment will not result in a significant adverse effect on the environment.
- B. The proposed Ordinance Amendment will not conflict with the goals, policies and implementation measures set forth in the General Plan and Zoning Ordinance.
- C. The proposed Ordinance Amendment will not have a negative affect on

public health, safety or the general welfare of the community.

Section 4. The City Council hereby adopts Ordinance Number 1312 for Ordinance Amendment to update Title – Animal Control Regulations in its entirety in compliance with federal requirements, based on the information and findings presented herein.

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

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty days after its final passage.

ADOPTED, SIGNED and APPROVED this 24th day of February 2015.

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 Ordinance Number 1312 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 24th day of February 2015, by the following called vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
AGENDA SUBMITTAL
February 24, 2015

SUBJECT: Award of Bids to Tri-R General Contractors for tenant improvements 24 South D St, Perris Station Apartments Commercial Space, Suites 100 and 102.

REQUESTED ACTION: The Board of Directors: 1) Award Bid and authorize the CEO or his designee to finalize and execute contracts and any related documents.

CONTACT: Michael McDermott, Chief Operating Officer

BACKGROUND/DISCUSSION:

The estimated combined cost of construction (pre-construction drawings) was \$321,500. The project was let out for informal bid on January 8, 2015.

Bid Plan Sets were picked up by:

- Tri-R General Contractors – Perris
- California Builders - Perris
- Spec Construction Company – Ontario
- CB Construction - Riverside

Bids from a total of 3 bidders were opened on January 22, 2015; the results are shown in the bid summary below.

• Tri-R General Contractors –	Suite 100, \$226,528	Suite 102, \$222,792	Total: \$449,320
• California Builders – No Bid			
• Spec Construction Company –	Suite 100, \$197,245	Suite 102, \$190,960	Total: \$387,405
• CB Construction –	Suite 100, \$224,229	Suite 102, \$250,941	Total: \$485,170

Spec Construction later contacted staff and stated they could not deliver the project at their bid amounts. Therefore, the low combined bids are from Tri-R General Contractors for a total of \$449,320.

After determining the low bid, Staff worked with Tri-R in an attempt to find further savings in the two projects. The resultant adjusted bid amounts are:

Suite 100, \$175,871 and Suite 102, \$177,666 for a combined amount of \$353,537.

There is a direct economic benefit to the City in populating the Downtown with businesses and creating a daytime population and foot traffic.

Suite 100 - Tri Lake Consultants

2025 square feet.

Rent years 1-3 \$24,300 per year plus Common Area charges.

Rent years 4-5 \$36,450 per year plus Common Area charges.
Option years 6-10 with appropriate CPI increase.
Tri Lake Consultants to pay \$30,000 towards building improvements.

Suite 102 – Perris Housing Authority
1702 square feet.

Rent years 1-3 \$20,424 per year plus Common Area charges.
Rent years 4-5 \$30,636 per year plus Common Area charges.
Option years 6-10 with appropriate CPI increase.

BUDGET (or FISCAL) IMPACT:

Combined projects budget to be \$353,537. Funding from Perris CEDC.

Reviewed by:

Assistant City Manager: *Re*
Redevelopment & Economic
Development Manager:

Attachments: Bid Sheet, Invitation to Bid, Special Instructions
Consent: XXX



**City of Perris Community Economic
Development Corporation**
Economic Development - Housing - Infrastructure

**CONTRACTOR'S BID LIST FOR 24 SOUTH "D" STREET/ PERRIS STATION SUITE 100 FOR COMMERCIAL TENANT
IMPROVEMENT PROJECT**

	BIDDER	BID AMOUNTS
1	Carl Bruckschlager General Contractor	\$224,339.00
2	Spec Construction Company, Inc.	\$197,245.00
3	Tri-R General Contractors	\$226,528.55
4	California Builders	No Submittal



City of Perris Community Economic Development Corporation

Invitation to Bid

DATE: January 08, 2015
FROM: Anthony R. Hurley
REFERENCE: Perris Station Tenant Improvement Project
SITE ADDRESS: 24 South D Street, Suite 100, Perris, CA 92570
DUE DATE: January 22, 2015 - BEFORE 11:00 A.M

Dear Contractor:

You are invited to submit a proposal for the Perris Station Tenant Improvement Project for the site referenced above.

This is an informal bid process, the Corporation at its sole discretion may accept or reject any bid, the Corporation may favor local contractors, low bid will not automatically be accepted. Contractors, when submitting a bid you acknowledge and accept these terms.

The modifications of this site are specified in the attached work write-up. Please note that change orders will **not** be accepted, unless the project findings are detrimental to applicants and their environment, and as authorized by the Program Administrator. All overhead, profit, and any addendum showing required work not covered on our Work Write-Up should be included in the total cost estimate. The property must be carefully examined, and quantities and field conditions verified.

In order to establish standards of quality, the detailed specification may refer to certain product by name and/or from a major manufacturer. This procedure is not to be construed for competition of other products of equal or better quality by other manufacturer. All items listed on work description, unless otherwise specified, shall include all patching, finish painting and/or staining, and site clean-up. The Contractor is responsible for all permits fees, city business license, plans, etc. Contractor should have a current California State License, City of Perris Business License, Worker's Compensation Insurance, Commercial General Liability Insurance, Builder's All Risk Insurance, and Automotive Liability Insurance. Subcontractors are required to have the same insurance coverage unless they are named as an additional insured on the General Contractor's Policy. It is assumed that the contractor is knowledgeable of current City and State code and should know which items need permits.

Contractors are to submit their bids on the supplied Work Write-Up prior to the specified due date above. The Bid Docs, Contract Docs, Plans and Specs are included with this letter. This is a State prevailing wage project. Certified payroll verification is required. Mandatory Pre-bid job walk scheduled for January 15, 2015, at 10:00am. The last day to submit for technical inquiries shall be no later than 3:00pm on January 19, 2015. All requests for information shall be through email at (www.ahurley@cityofperris.org)

SPECIAL INSTRUCTIONS TO CONTRACTORS

All construction work will be performed in accordance with the current California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC), and California Energy Code (CEC). The contractor will provide property owner with all necessary written labor, material, and workmanship warranties and guarantees upon completion of job. The contractors shall also provide all pertinent unconditional lien releases and final building department sign off.

Contractors must list and submit the dollar amount for each construction work line item; contractor is not allowed to deviate from the written work description. If at any time the property owner or contractor has any questions regarding this bid, call the Perris Community Economic Development Corporation staff person in charge of the project.

Contractor is responsible for obtaining all necessary permits for all required building inspections from the building department.

Start Date: February 09, 2015

Proposed Completion: April 27, 2015

Contractor (Company): _____

Representative/ Title: _____

Address: _____

Telephone: _____

License Number: _____

Contractor Signature: _____

SUBCONTRACTOR (Company): _____

Submit Sealed Bids To: City of Perris Community Economic Development Corporation
Development Services Counter
Attention: Anthony R. Hurley
135 N. D St.
Perris, CA 92570

E-mail submissions accepted. No faxes. The CORPORATION reserves the right to accept or reject any or all bids, to waive any irregularity and to take all bids under advisement for a period of sixty (60) days. If you have any questions regarding any of the items listed above, please contact our Construction Manager at (951) 943-5003 x285 (Anthony R. Hurley).

Thank you for your participation.

City of Perris Community Economic Development Corporation

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 24, 2015

SUBJECT: Right of Entry and Inspection Agreement for the Connection of Storm Drain Lines to Perris Valley Master Drainage Plan Line J

REQUESTED ACTIONS: That the City Council approve and authorize the City Manager to execute the Right of Entry and Inspection Agreement

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

The Coudures Family Limited Partnership ("CFLP") is the owner of property in and around the Perris Plaza. Walmart Stores ("Walmart") is the owner of property adjacent to and north of the Perris Plaza. Walmart received entitlements to construct a Walmart retail store and related parking, roadway and landscaping improvements on the Walmart property. Walmart is required by the City to construct storm drain improvements to connect to Line J of the Perris Valley Master Drainage Plan that runs mostly along CFLP Property ("Improvements").

Line J was constructed in 1994 pursuant to a right of entry and inspection agreement between CFLP and the Riverside County Flood Control District ("District"). However, it is not clear whether the District ever approved and accepted the portion of Line J on the CFLP property. In order to resolve the maintenance and ownership issues and to allow Walmart to connect to Line J, CFLP, Walmart and the District have agreed to the attached Right of Entry and Inspection Agreement ("Agreement"). The Agreement permits the construction of the Improvements on Walmart's and CFLP's property and provides for inspection and acceptance of the Improvements by the District.

Walmart will maintain ownership and maintenance responsibilities for the eastern-most lateral line that connects to Line J. Walmart will also maintain ownership and maintenance responsibilities for the western-most lateral line until the line is accepted by the City, at which time the City will assume ownership and maintenance.

Also attached is an alternate agreement between Walmart, the District and the City that would permit the construction of storm drain connections to the portion of Line J located on the Walmart property. This alternate agreement is included as a time-saving measure if the preferred four-party Agreement is not approved and executed by all the parties. Staff is requesting that the City Council approve both agreements at this time to allow for the timely completion of the Walmart project.

BUDGET IMPACT:

None to the City.

Reviewed by:

City Attorney x
Assistant City Manager K

Attachment: 1. Right of Entry and Inspection Agreement (CFLP, Walmart, District and City)
2. Alternate Right of Entry and Inspection Agreement (District, Walmart and City)

Consent: X
Public Hearing:
Business Item:

RIGHT OF ENTRY AND INSPECTION AGREEMENT

**CONNECTION OF A STORM DRAIN TO
PERRIS VALLEY MDP LINE J
(PROJECT NO. 4-0-00505)**

THIS RIGHT OF ENTRY AND INSPECTION AGREEMENT ("AGREEMENT") is entered into as of February __, 2015 ("EFFECTIVE DATE"), by and between The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("DISTRICT"), the CITY OF PERRIS, a California municipal corporation ("CITY"), and WAL-MART STORES, INC., a Delaware corporation ("WALMART"). Hereinafter, the DISTRICT, the CITY and WALMART may be referred to individually as a "PARTY," and collectively as the "PARTIES."

RECITALS

This AGREEMENT is made with reference to the following facts:

A. WALMART is the owner of certain real property located in the City of Perris, County of Riverside, State of California, at 1800 N. Perris Boulevard ("WALMART PROPERTY").

B. To facilitate the opening of a major retail establishment upon the WALMART PROPERTY, WALMART and the CITY wish to expedite construction, in the shortest possible timeframe, of an underground storm drain facility consisting of approximately 1,336 lineal feet of reinforced concrete pipe running parallel along the southern boundary of the WALMART PROPERTY between Barrett Avenue and Perris Boulevard (the "STORM DRAIN").

C. The proposed STORM DRAIN will connect to an existing underground storm drain, Perris Valley MDP Line J ("LINE J"). LINE J is located primarily upon real property adjacent to the WALMART PROPERTY ("CFLP PROPERTY"); however, a portion of LINE J is located upon the WALMART PROPERTY. The CFLP PROPERTY is currently owned by the

COUDURES FAMILY LIMITED PARTNERSHIP, a California limited partnership (CFLP). CFLP was the former owner of the WALMART PROPERTY, and LINE J was constructed when CFLP owned both the CFLP PROPERTY and the WALMART PROPERTY. LINE J was constructed pursuant to a Right of Entry and Inspection Agreement executed in June 1994, by and between the DISTRICT and CFLP. WALMART intends to connect the STORM DRAIN to the portion of LINE J located upon the WALMART PROPERTY.

D. LINE J was completed by CFLP in 1994, and, since that time, CFLP believed that LINE J was properly dedicated to the DISTRICT, and that the DISTRICT had accepted the same and was acting as the owner of LINE J.

E. The DISTRICT and the CITY contend that the dedication was not completed, and that neither the CITY nor the DISTRICT have accepted any portion of LINE J for ownership, operation or maintenance.

F. The CITY desires that the DISTRICT accept ownership of LINE J in the future, and therefore, requests that the DISTRICT inspect the connection of the STORM DRAIN to LINE J.

NOW, THEREFORE, the DISTRICT, the CITY and WALMART, for and in consideration of the mutual promises and agreements contained herein, agree as follows:

1. Right of Entry. Subject to the terms and conditions set forth herein, WALMART hereby grants the DISTRICT a non-exclusive right-of-entry upon the WALMART PROPERTY for the purpose of inspecting the connection of the STORM DRAIN to LINE J ('RIGHT OF ENTRY').

2. Term. The term of this AGREEMENT ('TERM') shall commence as of the date that all PARTIES have executed this AGREEMENT ('EFFECTIVE DATE'), which

EFFECTIVE DATE shall be inserted into the preamble above. Unless the AGREEMENT is revoked as provided herein, the TERM shall automatically terminate, without any further action by the PARTIES, upon the earlier of: (a) the date the DISTRICT completes its inspection(s) of the construction of the connection of the STORM DRAIN to LINE J; or (b) one hundred eighty (180) days from the Effective Date ('TERMINATION DATE'). Notwithstanding the foregoing, or anything to the contrary contained herein, WALMART shall have the right to revoke the RIGHT OF ENTRY provided herein upon ten (10) days' prior written notice to the DISTRICT.

3. Indemnification. The DISTRICT hereby agrees to indemnify, defend (by counsel selected by the DISTRICT, subject to WALMART's reasonable approval) and hold harmless WALMART, and WALMART's agents, employees, invitees, licensees, contractors and subcontractors (collectively, the "WALMART PARTIES"), and each of their respective successors and assigns from and against any and all proceedings, actions, claims, demands, obligations, damages, costs, losses, expenses (including without limitation, reasonable attorneys' fees) and liabilities arising out of or incurred in connection with DISTRICT's acts or omissions and involving one of the following: (a) the exercise of the RIGHT OF ENTRY granted herein; (b) the death or bodily injury of any person, or the damage to any property (including the WALMART PROPERTY), arising from the DISTRICT's exercise of the RIGHT OF ENTRY granted herein and/or entrance onto the WALMART PROPERTY; (c) the release of any HAZARDOUS SUBSTANCE (as defined below) on the WALMART PROPERTY in connection with the acts or omissions of the DISTRICT or its agents, employees, invitees, licensees, contractors, subcontractors or consultants (collectively, the 'DISTRICT PARTIES'); (d) the entrance of the DISTRICT or the DISTRICT PARTIES onto the WALMART PROPERTY; (e) the violation of any ENVIRONMENTAL LAWS (as defined below) on the WALMART PROPERTY related to

the acts or omissions of the DISTRICT or the DISTRICT PARTIES; and/or (f) any breach by the DISTRICT or the DISTRICT PARTIES of any of the covenants or provisions set forth in this AGREEMENT. If WALMART or any WALMART PARTY is made a party to any action, proceeding or litigation commenced by or against the DISTRICT or as a result of the actions or omissions of the DISTRICT or the DISTRICT PARTIES, then the DISTRICT shall defend (by counsel selected by the DISTRICT, subject to WALMART's reasonable approval), protect and hold WALMART harmless from and shall pay all costs, expenses and reasonable attorneys' fees incurred by WALMART in connection with such litigation. The DISTRICT's indemnification obligations hereunder shall survive the expiration of the TERM, revocation of the RIGHT OF ENTRY and/or termination of this AGREEMENT.

As used in this AGREEMENT the term "HAZARDOUS MATERIALS" means any hazardous, toxic, infectious or explosive substance, material, gas or waste which is or becomes regulated by any governmental authority, or the United States Government, or any of their agencies, or which has been identified as a toxic, cancer causing or otherwise hazardous substance. The term "HAZARDOUS MATERIALS" includes, without limitation, any material or substance which is (a) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under the California Health and Safety Code, Division 20, Chapter 6.5, as it may from time to time be amended (the "Hazardous Waste Control Law"), (b) defined as a "hazardous substance" under the California Health and Safety Code, Division 20, Chapter 6.8 as now existing or hereinafter amended (the "Carpenter-Presley-Tanner Hazardous Substance Account Act"), (c) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under the California Health and Safety Code, Division 20, Chapter 6.95 as presently existing or hereinafter amended (the "Hazardous Materials Release Response Plans and Inventory"),

(d) defined as a 'Hazardous Substance' under the California Health and Safety Code, Division 20, Chapter 6.7 as presently existing or hereinafter amended (the 'Underground Storage of Hazardous Substances Act'), (e) petroleum, (f) polychlorinated biphenyls (PCB), (g) asbestos, (h) listed or defined in Title 22, California Code of Regulations, Title 22, Division 4.5 as now existing or hereinafter amended, (i) designated as a 'hazardous substance' pursuant to Section 307 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), as presently existing or hereinafter amended, (j) designated as a 'hazardous substance' pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* (33 U.S.C. Section 1321), (k) defined as a 'hazardous waste' pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* (42 U.S.C. Section 6903), as presently existing or hereinafter amended or (l) defined as a 'hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.* (42 U.S.C. Section 9601), as presently existing or hereinafter amended.

As used in this AGREEMENT, the term 'ENVIRONMENTAL LAWS' means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. Sections 11001, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, *et seq.*; the Clean Air Act, 42 U.S.C. Sections 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. Sections 300f, *et seq.*; the Solid Waste Disposal

Act, 42 U.S.C. Sections 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including, without limitation, ambient air, soil, groundwater, surface water, and/or land use.

4. Pre-Construction Notice. WALMART shall notify the DISTRICT and the CITY in writing (Attention: Administrative Services Section), at least ten (10) days prior to the start of construction of the STORM DRAIN. Construction shall not begin on any element of the STORM DRAIN for any reason whatsoever, until the CITY has issued a written Notice to Proceed authorizing WALMART to commence construction of the STORM DRAIN.

5. Construction Schedule. WALMART shall furnish the DISTRICT, at the time of providing written notice to the DISTRICT of the start of construction as set forth in Section 2, with a construction schedule which shall give the approximate date(s) when WALMARTS contractor(s) will construct the connection of the STORM DRAIN to LINE J.

6. Fees. The DISTRICT shall provide its inspection services on a fee for service basis. Prior to commencing the construction of the STORM DRAIN, WALMART shall provide the DISTRICT with an initial deposit of \$1,500 (one thousand five hundred dollars) for construction inspection services. The DISTRICT shall keep an accurate accounting of all DISTRICT costs associated with the DISTRICTS performance of the STORM DRAIN inspections services. Upon the completion of the STORM DRAIN construction, any remaining balance of the initial deposit shall be refunded to WALMART. If at any time such costs are anticipated to exceed the initial deposit, the DISTRICT shall provide WALMART with an estimate of the additional costs necessary to complete the inspections for WALMARTs review and approval. WALMART shall pay, within thirty (30) days of receipt of the DISTRICTS

invoice, such additional amounts beyond the initial deposit, provided the same were approved by WALMART in writing in advance. WALMART shall not be responsible for paying any additional fees beyond the initial deposit that were not approved by WALMART in writing in advance.

7. Insurance. Prior to initiating the construction of the STORM DRAIN, and continuing throughout the term of this AGREEMENT, WALMART shall provide and maintain at its own expense, or cause its contractor(s) to provide and maintain a comprehensive general liability policy in an amount not less than \$2,000,000 per occurrence. Such policy shall be evidenced by furnishing the DISTRICT with certificate(s) of insurance and applicable policy endorsements showing that such insurance: (i) is in full force and effect; (ii) names the CITY, the DISTRICT and the County of Riverside as additional insureds; and (iii) contains an express provision that the DISTRICT is to be given written notice at least sixty (60) days in advance of any modification or termination of such policy. Notwithstanding the foregoing, so long as the tangible net worth of WALMART exceeds One Hundred Million and No/100 Dollars (\$100,000,000.00), WALMART shall have the right to retain (in whole or in part) the financial risk for any claim required to be insured against hereunder on an uninsured basis (*i.e.*, to self-insure), in which event, the requirement for maintaining insurance policies as provided herein shall not apply. If WALMART elects to self-insure, it shall provide the DISTRICT and the CITY with written notice of the same.

8. Confined Space Entry Program. Prior to commencing the construction of the STORM DRAIN, WALMARTS contractor(s) shall furnish the DISTRICT with a confined space entry program specific to the STORM DRAIN. The program shall comply with the requirements contained in California Code of Regulations, Title 8, Section 5158 Other Confined

Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedure, SOM-18. The program shall be reviewed and approved by the DISTRICT prior to the CITY's issuance of a Notice to Proceed.

9. Construction Quality Control Reports. WALMART will provide the DISTRICT with copies of all necessary construction quality control reports within WALMART's possession, custody or control (including, but not limited to, materials testing and soil compaction reports) as necessary to establish that the connection to LINE J was constructed in accordance with the DISTRICT approved plans and specifications.

10. Ownership of the Storm Drain. WALMART hereby understands and agrees that it shall be solely responsible for the ownership, operation and maintenance of the STORM DRAIN.

11. Notices. All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be personally delivered or delivered by certified mail or overnight delivery, return receipt requested, to the following persons at the following addresses, and shall be deemed delivered upon receipt or rejection:

- a. **Prior to opening for business.** For any period of time prior to the date that WALMART opens a store on the WALMART PROPERTY (WALMART having no obligation to do so), all notices and other communications shall be sent to the following addresses:

If to the DISTRICT:

RIVERSIDE COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501

If to the CITY:

CITY OF PERRIS
101 N. 'D' Street
Perris, CA 92570
Attn: City Manager

Attn: Administrative Services
Section

If to WALMART:

Wal-Mart Stores, Inc.
Attn: Real Estate Director
(Ref: Perris, CA, Store No. 1747-02)
2001 SE 10th Street
Bentonville, AR 72716-0550

With a Copy to:

Gresham Savage Nolan & Tilden
Attn: Mack Anderson, Esq.
(Ref: Perris, CA, Store No. 1747-02)
550 E. Hospitality Lane, Suite 300
San Bernardino, CA 92408-4205
Fax: (909) 890-9877

With a Copy to:

Wal-Mart Stores, Inc.
Attn: Greg Tesoro, Esq.
(Ref: Perris, CA, Store No. 1747-02)
2001 SE 10th Street
Bentonville, AR 72716-0550

- b. **After opening for business.** During any period of time after
WALMART has opened a store on the WALMART PROPERTY
(WALMART having no obligation to do so), all notices and other
communications shall be sent to the following addresses:

If to the DISTRICT:

RIVERSIDE COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Administrative Services
Section

If to the CITY:

CITY OF PERRIS
101 N. 'D' Street
Perris, CA 92570
Attn: City Manager

If to WALMART:

Wal-Mart Stores, Inc.
Attn: Realty Manager
(Ref: Perris, CA, Store No. 1747-02)
2001 SE 10th Street
Bentonville, AR 72716-0550

With a Copy to:

Wal-Mart Stores, Inc.
Attn: President
(Ref: Perris, CA, Store No. 1747-02)
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Notice of change of address shall be given by written notice in the manner provided in this section. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to constitute rejection of the notice or other communication sent.

12. No Unintended Property Interest. It is expressly understood that this AGREEMENT does not grant or convey any permanent easement, lease, fee or other interest in the WALMART PROPERTY to the DISTRICT other than the temporary RIGHT OF ENTRY.

13. No Unintended Waiver or Release with Respect to Line J. The PARTIES hereby mutually agree that, by entering into this AGREEMENT, no PARTY is assuming any liability or responsibility for LINE J. Nothing contained in this AGREEMENT shall be interpreted or construed as a waiver or release by any PARTY of its right to contend in the future that said PARTY is not the owner of LINE J, and has no responsibility or liability with respect to LINE J. Further, WALMART reserves the right to contend in the future that LINE J was properly dedicated and accepted in 1994. In the event LINE J was not properly dedicated and accepted, nothing in this AGREEMENT shall be interpreted or construed as a waiver or release by any PARTY of any rights or interests that said PARTY may have with respect to LINE J either.

14. Amendment. This AGREEMENT may be amended or modified only by a written instrument duly executed and acknowledged by the PARTIES or their successors-in-interest.

15. Applicable Law. This AGREEMENT and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this AGREEMENT shall be filed in the Superior Court of the State of California located in Riverside, California. In the event 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.

16. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the WALMART PROPERTY, or any portion thereof, to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any PARTY hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein. Nevertheless, subject to Section 16 above, and without either PARTY inadvertently claiming ownership of or responsibility for LINE J, WALMART acknowledges that, before accepting responsibility for ownership, operation and maintenance of LINE J, the DISTRICT is requesting that WALMART grant the DISTRICT a subterranean easement over a portion of the WALMART PROPERTY, and WALMART is willing to do so.

17. Counterparts; Facsimile Signatures. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. In order to expedite the transaction contemplated herein, facsimile or electronic signatures may be used in place of original signatures on this AGREEMENT. The PARTIES hereto intend to be bound by the signatures on the facsimile or electronic document, and hereby waive any defenses to the enforcement of the terms of this AGREEMENT based on the use of a facsimile or electronic signature; provided,

however, that the PARTIES hereby agree to execute and provide to each other original signatures, upon the request made by either PARTY to the other.

18. Failure to Enforce Not a Waiver of Right. The failure to enforce any provisions of or rights under this AGREEMENT shall not constitute a waiver of the right to do so thereafter nor of the rights to enforce any other agreement, term or condition herein provided.

//

IN WITNESS WHEREOF, each of the PARTIES has caused this AGREEMENT to be executed as of the date written next to each PARTY's signature. This AGREEMENT will only become effective when fully executed by all the PARTIES hereto, and that 'EFFECTIVE DATE' shall be inserted in the preamble above.

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Date: _____

CITY OF PERRIS

By _____
RICHARD BELMUDEZ
City Manager

Date: _____

"WALMART"

WAL-MART STORES, INC., a Delaware corporation

By: _____
Name: _____
Its: Vice President of Real Estate
Date: _____

Right of Entry and Inspection Agreement:
Connection of Storm Drain to Perris Valley MDP Line J
February __, 2015
MHW:

RIGHT OF ENTRY AND INSPECTION AGREEMENT

**CONNECTION OF LATERAL LINES TO
PERRIS VALLEY MDP LINE J**

THIS RIGHT OF ENTRY AND INSPECTION AGREEMENT ('AGREEMENT') is entered into as of February __, 2015 ('EFFECTIVE DATE'), by and between The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ('DISTRICT'), the CITY OF PERRIS, a California municipal corporation ('CITY'), WAL-MART STORES, INC., a Delaware corporation ('WALMART'), and COUDURES FAMILY LIMITED PARTNERSHIP, a California limited partnership ('CFLP'). Hereinafter, the DISTRICT, the CITY, WALMART and CFLP may be referred to individually as a 'PARTY,' and collectively as the 'PARTIES.'

RECITALS

This AGREEMENT is made with reference to the following facts:

A. WALMART is the owner of certain real property in the City of Perris, County of Riverside, State of California, located at 1800 N. Perris Boulevard ('WALMART PROPERTY').

B. CFLP is the owner of certain real property located in the City of Perris, County of Riverside, State of California, which is adjacent to the WALMART PROPERTY ('CFLP PROPERTY').

C. To facilitate the opening of a major retail establishment upon the WALMART PROPERTY, WALMART and the CITY wish to expedite construction of two underground lateral storm drain lines ('LATERAL LINES') upon the WALMART PROPERTY and CFLP PROPERTY, pursuant to the Perris Marketplace Street Improvement Plans dated August 5, 2013 and October 4, 2013 ('IMPROVEMENT PLANS'). The LATERAL LINES will

connect to an existing underground storm drain, commonly known as the Perris Valley MDP Line J ('STORM DRAIN'). The STORM DRAIN is located partially upon the WALMART PROPERTY and partially upon the CFLP PROPERTY. The LATERAL LINES will connect to the STORM DRAIN (the 'CONNECTIONS') at two connection points, both located upon the CFLP PROPERTY (the 'CONNECTION POINTS').

D. The STORM DRAIN was constructed by CFLP in 1994, when CFLP was the fee owner of both the CFLP PROPERTY and the WALMART PROPERTY.

E. CFLP believes that the STORM DRAIN was properly dedicated to the DISTRICT, and that the DISTRICT accepted the same and has been acting as the owner of the STORM DRAIN.

F. The DISTRICT contends that the dedication was not completed, and that the DISTRICT has not accepted any portion of the STORM DRAIN for ownership, operation or maintenance.

G. WALMART, CFLP and the CITY desire that the DISTRICT accepts ownership of the STORM DRAIN, and therefore, requests that the DISTRICT inspect the STORM DRAIN and the CONNECTIONS of the LATERAL LINES thereto.

NOW, THEREFORE, the DISTRICT, the CITY, WALMART and CFLP, for and in consideration of the mutual promises and agreements contained herein, agree as follows:

1. Right of Entry. Subject to the terms and conditions set forth herein, WALMART and CFLP hereby grant the DISTRICT a non-exclusive right-of-entry upon the WALMART PROPERTY and the CFLP PROPERTY, respectively, for the purpose of inspecting the existing STORM DRAIN and the CONNECTION of the LATERAL LINES thereto upon completion ('RIGHT OF ENTRY').

2. Term. The term of this AGREEMENT ('TERM') shall commence as of the date that all PARTIES have executed this AGREEMENT ('EFFECTIVE DATE'), which EFFECTIVE DATE shall be inserted into the preamble above. Unless the AGREEMENT is revoked as provided herein, the TERM shall automatically terminate, without any further action by the PARTIES, upon the earlier of: (a) the date the DISTRICT completes its inspection(s) of the existing STORM DRAIN and the CONNECTION of the LATERAL LINES thereto upon completion; or (b) one hundred eighty (180) days from the EFFECTIVE DATE ('TERMINATION DATE'). Notwithstanding the foregoing, or anything to the contrary contained herein, WALMART and CFLP shall each have the right to revoke the RIGHT OF ENTRY provided herein with respect to its property upon ten (10) days' prior written notice to the DISTRICT.

3. Indemnification. The DISTRICT hereby agrees to indemnify, defend (by counsel selected by the DISTRICT, subject to WALMART and CFLP's reasonable approval), protect and hold harmless WALMART, and its agents, employees, invitees, licensees, contractors and subcontractors (collectively, the "WALMART PARTIES"), and CFLP, and its agents, employees, invitees, licensees, contractors and subcontractors (collectively, the "CFLP PARTIES"), and each of their respective successors and assigns from and against any and all proceedings, actions, claims, demands, obligations, damages, costs, losses, expenses (including without limitation, reasonable attorneys' fees) and liabilities arising out of or incurred in connection with DISTRICT's acts or omissions and involving any of the following: (a) the exercise of the RIGHT OF ENTRY granted herein; (b) the death or bodily injury of any person, or the damage to any property (including the WALMART PROPERTY and the CFLP PROPERTY), arising from or related to the DISTRICT's exercise of the RIGHT OF ENTRY

granted herein and/or entrance onto the WALMART PROPERTY or CFLP PROPERTY; (c) the release of any HAZARDOUS SUBSTANCE (as defined below) on the WALMART PROPERTY or CFLP PROPERTY in connection with the acts or omissions of the DISTRICT or its agents, employees, invitees, licensees, contractors, subcontractors or consultants (collectively, the 'DISTRICT PARTIES'); (d) the entrance of the DISTRICT or the DISTRICT PARTIES onto the WALMART PROPERTY or the CFLP PROPERTY; (e) the violation of any ENVIRONMENTAL LAWS (as defined below) or other laws, rules or regulations on the WALMART PROPERTY or CFLP PROPERTY by the DISTRICT or the DISTRICT PARTIES, or related to the acts or omissions of the DISTRICT or the DISTRICT PARTIES; and/or (f) any breach by the DISTRICT or the DISTRICT PARTIES of any of the covenants or provisions set forth in this AGREEMENT. If WALMART, CFLP, or any WALMART PARTY or CFLP PARTY is made a party to any action, proceeding or litigation commenced by or against the DISTRICT or as a result of the actions or omissions of the DISTRICT or the DISTRICT PARTIES, then the DISTRICT shall defend (by counsel selected by the DISTRICT, subject to WALMART and CFLP's reasonable approval), protect and hold WALMART and the WALMART PARTIES and CFLP and the CFLP PARTIES harmless from and shall pay all costs, expenses and reasonable attorneys' fees incurred by WALMART and CFLP in connection with such litigation. The DISTRICT's indemnification obligations hereunder shall survive the expiration of the TERM, revocation of the RIGHT OF ENTRY and/or termination of this AGREEMENT.

As used in this AGREEMENT the term 'HAZARDOUS MATERIALS' means any hazardous, toxic, infectious or explosive substance, material, gas or waste which is or becomes regulated by any governmental authority, or the United States Government, or any of their

agencies, or which has been identified as a toxic, cancer causing or otherwise hazardous substance. The term 'HAZARDOUS MATERIALS' includes, without limitation, any material or substance which is (a) defined as a 'hazardous waste,' 'extremely hazardous waste,' or 'restricted hazardous waste' under the California Health and Safety Code, Division 20, Chapter 6.5, as it may from time to time be amended (the 'Hazardous Waste Control Law'), (b) defined as a 'hazardous substance' under the California Health and Safety Code, Division 20, Chapter 6.8 as now existing or hereinafter amended (the 'Carpenter-Presley-Tanner Hazardous Substance Account Act'), (c) defined as a 'hazardous material,' 'hazardous substance,' or 'hazardous waste' under the California Health and Safety Code, Division 20, Chapter 6.95 as presently existing or hereinafter amended (the 'Hazardous Materials Release Response Plans and Inventory'), (d) defined as a 'Hazardous Substance' under the California Health and Safety Code, Division 20, Chapter 6.7 as presently existing or hereinafter amended (the 'Underground Storage of Hazardous Substances Act'), (e) petroleum and related products or by-products, (f) polychlorinated biphenyls (PCB), (g) asbestos, (h) listed or defined in Title 22, California Code of Regulations, Title 22, Division 4.5 as now existing or hereinafter amended, (i) designated as a 'hazardous substance' pursuant to Section 307 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), as presently existing or hereinafter amended, (j) designated as a 'hazardous substance' pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321), (k) defined as a 'hazardous waste' pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), as presently existing or hereinafter amended or (l) defined as a 'hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.* (42 U.S.C. Section 9601), as presently existing or hereinafter amended.

As used in this AGREEMENT, the term 'ENVIRONMENTAL LAWS' means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. Sections 11001, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, *et seq.*; the Clean Air Act, 42 U.S.C. Sections 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. Sections 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. Sections 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including, without limitation, ambient air, soil, groundwater, surface water, and/or land use.

7. Pre-Construction Notice. WALMART shall notify CFLP, the DISTRICT and the CITY in writing at least ten (10) business days prior to the start of construction of the LATERAL LINES. Construction shall not begin on any element of the LATERAL LINES for any reason whatsoever, until the CITY has issued a written Notice to Proceed authorizing WALMART to commence construction of the LATERAL LINES.

8. Construction Schedule. WALMART shall furnish the DISTRICT and CFLP, at the time of providing written notice to the DISTRICT of the start of construction as set

forth in Section 2, with a construction schedule which shall give the approximate date(s) when WARMARTS contractor(s) will construct the CONNECTION of the LATERAL LINES to the STORM DRAIN.

9. Fees. The DISTRICT shall provide its inspection services on a fee for service basis and all such fees shall be borne by WARMART. Prior to commencing the construction of the LATERAL LINES, WARMART shall provide the DISTRICT with an initial deposit of \$1,500 (one thousand five hundred dollars) for construction inspection services. The DISTRICT shall keep an accurate accounting of all DISTRICT costs associated with the DISTRICTS performance of the inspections services. Upon the completion of the CONNECTIONS, any remaining balance of the initial deposit shall be refunded to WARMART. If at any time such costs are anticipated to exceed the initial deposit, the DISTRICT shall provide WARMART with an estimate of the additional costs necessary to complete the inspections for WARMARTs review and approval. WARMART shall pay, within thirty (30) days of receipt of the DISTRICTs invoice, such additional amounts beyond the initial deposit, provided the same were approved by WARMART in writing in advance. As between WARMART and the DISTRICT, WARMART shall not be responsible for paying any additional fees beyond the initial deposit that were not approved by WARMART in writing in advance.

10. Insurance. Prior to initiating the construction of the LATERAL LINES, and continuing throughout the term of this AGREEMENT, WARMART shall provide and maintain at its own expense, or cause its contractor(s) to provide and maintain a comprehensive general liability policy in an amount not less than \$2,000,000 per occurrence. Such policy shall be evidenced by furnishing the DISTRICT and CFLP with certificate(s) of insurance and applicable policy endorsements showing that such insurance: (i) is in full force and effect; (ii) names CFLP,

the CITY, the DISTRICT and the County of Riverside as additional insureds; and (iii) contains an express provision that the DISTRICT is to be given written notice at least sixty (60) days in advance of any modification or termination of such policy. Notwithstanding the foregoing, so long as the tangible net worth of WALMART exceeds One Hundred Million and No/100 Dollars (\$100,000,000.00), WALMART shall have the right to retain (in whole or in part) the financial risk for any claim required to be insured against hereunder on an uninsured basis (*i.e.*, to self-insure), in which event, the requirement for maintaining insurance policies as provided herein shall not apply. If WALMART elects to self-insure, it shall provide CFLP, the DISTRICT and the CITY with written notice of the same.

11. Confined Space Entry Program. Prior to commencing the construction of the LATERAL LINES and CONNECTIONS, WALMARTS contractor(s) shall furnish the DISTRICT with a confined space entry program specific to the LATERAL LINES. The program shall comply with the requirements contained in California Code of Regulations, Title 8, Section 5158 Other Confined Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedure, SOM-18. The program shall be reviewed and approved by the DISTRICT prior to the CITY's issuance of a Notice to Proceed.

12. Construction Quality Control Reports. WALMART and CFLP will provide the DISTRICT with copies of all necessary construction quality control reports within their possession, custody or control (including, but not limited to, materials testing and soil compaction reports) as necessary to establish that the STORM DRAIN and the CONNECTIONS were constructed in accordance with DISTRICT approved plans and specifications.

13. Ownership of the LATERAL LINES. WALMART hereby understands and agrees that it shall be solely responsible for the ownership, operation and maintenance of the

eastern-most LATERAL LINE. WALMART further understands and agrees that it shall be solely responsible for the ownership, operation and maintenance of the western-most LATERAL LINE until the same is accepted by the CITY (at which time, the CITY shall own, operate, maintain, repair and replace the same).

14. **Notices.** All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be personally delivered or delivered by certified mail or overnight delivery, return receipt requested, to the following persons at the following addresses, and shall be deemed delivered upon receipt or rejection:

- a. **Prior to opening for business.** For any period of time prior to the date that WALMART opens a store on the WALMART PROPERTY (WALMART having no obligation to do so), all notices and other communications shall be sent to the following addresses:

If to the DISTRICT:

RIVERSIDE COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Administrative Services
Section

If to WALMART:

Wal-Mart Stores, Inc.
Attn: Real Estate Director
(Ref: Perris, CA, Store No. 1747-02)
2001 SE 10th Street
Bentonville, AR 72716-0550

With a Copy to:

If to the CITY:

CITY OF PERRIS
101 N. 'D' Street
Perris, CA 92570
Attn: City Manager

If to CFLP:

Coudures Family LP
1688 N. Perris Blvd., Suite F-4
Perris, CA 92571
Attn: Rose Thommen and Darrell Smith
Email: thommenr@aol.com and
PlazaDSmith@aol.com

With a Copy to:

Gresham Savage Nolan & Tilden
Attn: Mack Anderson, Esq.
(Ref: Perris, CA, Store No. 1747-02)
550 E. Hospitality Lane, Suite 300
San Bernardino, CA 92408-4205
Fax: (909) 890-9877

Snell & Wilmer L.L.P.
600 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attn: Steven A. McHolm, Esq. and Jon
Frank, Esq.
Email: smcholm@swlaw.com and
jfrank@swlaw.com

With a Copy to:

Wal-Mart Stores, Inc.
Attn: Greg Tesoro, Esq.
(Ref: Perris, CA, Store No. 1747-02)
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CONSERVATION DISTRICT
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Section

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Attn: City Manager

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Attn: Realty Manager
(Ref: Perris, CA, Store No. 1747-02)
2001 SE 10th Street
Bentonville, AR 72716-0550

If to CFLP:

Coudures Family LP
1688 N. Perris Blvd., Suite F-4
Perris, CA 92571
Attn: Rose Thommen and Darrell Smith
Email: thommenr@aol.com and
PlazaDSmith@aol.com

With a Copy to:

Wal-Mart Stores, Inc.
Attn: President
(Ref: Perris, CA, Store No. 1747-02)
2001 SE 10th Street
Bentonville, AR 72716-0550

With a Copy to:

Snell & Wilmer L.L.P.
600 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attn: Steven A. McHolm, Esq. and Jon
Frank, Esq.
Email: smcholm@swlaw.com and
jfrank@swlaw.com

Notice of change of address shall be given by written notice in the manner provided in this section. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to constitute rejection of the notice or other communication sent.

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21. Applicable Law. This AGREEMENT and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this AGREEMENT shall be filed in the Superior Court of the State of California located in Riverside, California. In the event 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.

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terms of this AGREEMENT based on the use of a facsimile or electronic signature; provided, however, that the PARTIES hereby agree to execute and provide to each other original signatures, upon the request made by either PARTY to the other.

25. Failure to Enforce Not a Waiver of Right. The failure to enforce any provisions of or rights under this AGREEMENT shall not constitute a waiver of the right to do so thereafter nor of the rights to enforce any other agreement, term or condition herein provided.

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**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Date: _____

CITY OF PERRIS

By _____
RICHARD BELMUDEZ
City Manager

Date: _____

"WALMART"

WAL-MART STORES, INC., a Delaware corporation

By: _____
Name: _____
Its: Vice President of Real Estate
Date: _____

“CFLP”

**THE COUDURES FAMILY LIMITED
PARTNERSHIP, a California limited partnership**

**By: THE COUDURES FAMILY MANAGEMENT
COMPANY, a California corporation**

By: _____

Name: _____

Its: _____

Date: _____

**Right of Entry and Inspection Agreement:
Connection of Lateral Lines to Perris Valley MDP Line J
February __, 2015
MHW:**

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 24, 2015

SUBJECT: North Perris Water System – Emergency Contract

REQUESTED ACTION: Approve the Proposal Dated January 27, 2015 and Direct Staff to Finalize the Agreement.

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: To assist with development and implementation of connectivity between the north Perris Water and current City of Perris water system; we require technical support from Stetson Engineering. In the attached proposal they have outlined several steps necessary to complete various tasks and estimate their cost at \$242,400.

Upon approval of the proposal by the Council, a contract will be prepared for approval by City Attorney and City Manager.

BUDGET (or FISCAL) IMPACT: The cost of this and other technical work is included in overall budget of \$6 Million

Reviewed by:

City Attorney

Assistant City Manager



Attachments: Proposal by Stetson

Consent: Yes

Public Hearing:

Business Item:

Other:



861 Village Oaks Drive, Suite 100 • Covina, California 91724
Phone: (626) 967-6202 • FAX: (626) 331-7065 • Web site: www.stetsonengineers.com

Northern California • Southern California • Arizona • Colorado

2052-016

February 17, 2015

Mr. Ron Carr
Assistant City Manager
City of Perris
101 North "D" Street
Perris, CA 92570

Re: **Scope of Work and Budget
Preparation of Water System Model and Preliminary Design Report
for New Pipeline Connections between North Perris Water System
and Downtown Water System**

Dear Mr. Carr:

In response to your request, Stetson Engineers Inc. (Stetson) is pleased to provide the City of Perris (City) with this phased Scope of Work and Budget to address connection of the City's North Perris Water System (NPWS) to the Downtown Water System (DWS). Stetson believes this phased approach represents a logical and economical solution to address the City's needs.

The City has been working with the State Water Resources Control Board, Division of Water Rights (SWRCB) and Eastern Municipal Water District (EMWD) on an Application to Appropriate additional surface water supply (subsurface flow), which may be produced from the NPWS' existing wells and conveyed to the DWS in this subject transmission pipeline. This SWRCB permit is necessary to provide the water supply for this pipeline to the DWS.

We have also spoken with Mr. Greg Kahlen (City's financial consultant) who has indicated "soft costs" such as project coordination and design often can be applied to a future loan and/or grant. However, construction costs typically can only be applied if they occur after a loan or grant is obtained. Therefore, Stetson's engineering cost included herein, and pipeline engineering costs from Tri Lake Consultants (Tri Lake) should be reimbursable to the City funds through the planned loan or grant.



Mr. Ron Carr
February 17, 2015
Page 2

Phase I includes 1) development of a hydraulic model for the existing DWS, and additional water system modeling for the proposed transmission pipeline connecting the two systems (Perris DWS/NPWS Model); and 2) based on results of the NPWS/DWS modeling work, prepare a Preliminary Design Report (PDR) to identify new water system physical facilities needed to convey NPWS water to the DWS (new pipeline connections, NPWS reservoir modifications, booster pumps, backflow prevention, and controls), and identify potential DWS disinfection issues and alternative solutions. Following completion of the Perris DWS/NPWS Model and the PDR, Stetson will have sufficient information to prepare Phase II, which consists of technical bid documents (design plans and specifications) for 1) connection points to NPWS and DWS; 2) NPWS reservoir modifications (if any); 3) new booster pumps; 4) disinfection system (if any); and 5) electrical/control (SCADA). Tri Lake will prepare design documents for the NPWS-DWS pipeline. Phase III will consist of preparing the necessary documents required to obtain a water supply permit amendment from the State Water Resources Control Board, Division of Drinking Water (DDW).

The proposed Perris DWS/NPWS computer model will use the "H₂O Map" model code and will include all sources of supply, reservoirs, booster pumps, pipelines, specialty valves, and connections collectively located in the DWS. In addition to development of the hydraulic pipe network model, the hydraulic model will be used to evaluate the DWS under "baseline" (existing) operational conditions as an independent water systems and to evaluate the planned connection of the NPWS to the DWS system under several water demand scenarios.

PHASE I

Task 1 – Develop Hydraulic Model

Task 1A - Collect and Review Pertinent Information from City Staff

Under Task 1A, Stetson will coordinate with the City for additional water system and operational information. Requested information will include water distribution system plans and maps, pipe diameter, pipe lengths, pipe type, water sales records, water demand information, fire flow demand, previous reports, digital drawings, EMWD connection point information, fire hydrant tests, flow and pressure records, and other water system(s) information necessary to fully understand the water system and construct an accurate distribution system model for the DWS. Task 1A will focus on collecting the information needed to construct the hydraulic pipe network model in Task 1B. The effects associated with the introduction of chlorinated water from the NPWS into the chloraminated DWS represent an unknown quantity.

Task 1A - Deliverables:

- *List of data and information needed from City Staff*
- *Documentation of all data and information for City files*



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Task 1A – Work Required by City Staff

- *Respond to Stetson's data request and provide reports, schematics, plans, drawings, and any other information necessary to support project tasks*

Task 1B - Prepare Hydraulic Pipe Network Model

Stetson will develop a separate hydraulic pipe network model of the City's DWS. The water system models will be constructed as independent water systems and then with the proposed transmission pipeline connecting the two water systems. Stetson will use the public-domain "H₂O Map" software program and model code. All identified pipes, pump stations, storage reservoirs and other connected facilities will be included in the Perris DWS/NPWS model. This scope of work is based on the assumption that current water distribution system maps for the DWS are available, and do not require updates by Stetson.

Once the Perris DWS model is constructed, average day water demands will be assigned to the model nodes. Demand information will be based upon records of existing water demand obtained from the City. The hydraulic pipe network model will require calibration to produce accurate and reliable steady state simulations for analyzing the water system under different conditions. For model calibration, hydraulic flow tests (fire hydrant tests) may need to be conducted to determine pressure and flow capabilities of the DWS. Suitable locations for the fire hydrant tests are critical to ensure an accurate model. Stetson will work with the City to select suitable locations for the tests. The fire hydrant tests consist of operating a fire hydrant and measuring flow and pressure in the distribution system under known and recorded operation conditions. During the fire hydrant test, all locations of flow entering the DWS must also be monitored with pressures and flows measured. Stetson has developed a user-friendly set of procedures for fire hydrant flow tests for use by water system operators. Stetson will provide City staff with forms and calculation templates to collect data and conduct the hydrant flow tests on an as-needed basis. Stetson will be available to support City staff to conduct these fire hydrant tests under a separate budget. Once calibrated, the hydraulic pipe network model will be used in Task 1C and to separately evaluate the DWS operation performance.

Task 1B – Deliverables:

- *Written field procedures and forms for hydrant flow tests*
- *New, calibrated DWS hydraulic model*
- *As needed, support for fire flow testing (separate budget)*

Task 1B – Work Required by City Staff

- *Conduct hydrant flow tests and provide data to Stetson for model calibration*



Task 1C – Analyze Water Systems with Hydraulic Pipe Network Model

Under Task 1C, Stetson will use the calibrated hydraulic pipe network model to evaluate the DWS, and then analyze the two water system operations with the proposed transmission pipeline connecting the two separate water systems. Stetson will provide draft criteria to the City on the modeling scenarios and how to evaluate modeling results. These criteria will be used to identify and quantify potential deficiencies in the existing DWS, and to tentatively identify needed water system improvements. The joined-system analysis will also evaluate the need for backflow prevention at four of the five EMWD connections to the DWS.

The analysis will assess current systems hydraulic capacity and identify deficiencies in the existing DWS under multiple scenarios as existing separate water systems and assuming the two systems are connected. The list of water system operational scenarios to be modeled will be finalized in discussions with City staff, but operational scenarios for the evaluation of water systems should include:

1. Average day demand (ADD)
2. Average day demand with fire flows
3. Maximum day demand (MDD)
4. Maximum hour demand (MHD)

Scenario 1 (ADD) is intended to determine pressure distributions and flow velocities during average water demand operation also called average day demand. This scenario will provide the City with general information regarding the water system behavior under normal operations of wells, EMWD connections, and booster pumps, and may be considered the “base-line” scenario.

Scenarios 2 and 4 are intended to comply with California Title 22 standards and analyze the pressure distributions and fire flow capabilities of the system under average day and maximum (peak) hour demands, to ensure the minimum 20 pounds per square inch (psi) is maintained and maximum velocities of 5 feet per second (ft/s) are not exceeded during MHD throughout the distribution system. These operational scenarios are most critical for determining the system pressure, pipe size limitations, pumps, and storage capabilities. The model results will also provide the hydraulic grade line across all pressure zones in the existing systems.

Task 1C – Deliverables:

- *Draft/final criteria for modeling scenarios and evaluation of the water system model runs*
- *Selection of model run scenarios*

- *Model run results*



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- *Hydraulic Pipe Network Model and staff training session*

Task 1C – Work Required by City Staff

- *Coordination on modeling scenarios and criteria for evaluation of water system model runs*

Task 1D - Prepare Water System Modeling Results Analysis Technical Memorandum

The results of the water system hydraulic model results and analysis will be incorporated into a Technical Memorandum (TM), and presented to the City. The TM will include:

- Maps of the City's water system with connections.
- Diagrams and tables summarizing the calibration and results of the hydraulic pipe network model as 1) existing systems, and 2) as systems connected with a new transmission pipeline.
- A clear description of the model run scenarios.
- Key findings, issues and recommendations from the system analysis.
- A summary of findings and recommendations. Recommendations will address:
 - Finalized placement of the pipeline connection.
 - Finalized booster station location and design.
 - Capital improvements needed (if any) based on pressure zone performance.
 - Backflow prevention needed (if any) at existing EMWD connections.

The Draft TM will be presented to the City, and any revisions or additional analysis needed will be discussed. Following receipt of all City comments, Stetson will prepare the Final TM.

Task 1D – Deliverables:

- *Draft TM and presentation to City staff*
- *Response to Comments Received from City staff*
- *Final TM*

Task 1D – Work Required by City Staff

- *Review Draft TM and provide comments*

Task 2 - Prepare Preliminary Design Report

Following completion of Task 1, Stetson will prepare a Preliminary Design Report (PDR) to address the issues identified for the NPWS to be connected to the DWS. The PDR will evaluate the appropriate connection points to the NPWS and DWS,



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NPWS reservoir modifications, design criteria for new booster pump(s), electrical and controls requirements for the NPWS and DWS to communicate and operate efficiently, and disinfection requirements to address NPWS chlorination and DWS chloramination. The transmission pipeline will be designed by Tri Lake.

The PDR will consist of:

- A description of the NPWS and the DWS, including how each system is operated and controlled
- A description of the proposed NPWS/DWS pipeline project and identification of all of the issues to be addressed in the PDR
- Technical description of the planned NPWS/DWS connection locations and preliminary connection drawings
- Technical description of NPWS/DWS operations and controls, including the planned interface controls for the new NPWS water supply to the DWS
- Technical description of the disinfection processes at the NPWS and the DWS, and a description of the planned approach to disinfection after connection of the NPWS to the DWS. As part of Task 1A, Stetson will conduct an investigation of public record to identify (if any) known risks are associated with the introduction of chlorinated water from the NPWS into the DWS. This information is necessary to address any water quality issues the City may encounter at initial start-up as well as regular operation of the connected water systems.
- Preliminary design data and drawings for the NPWS reservoir modifications and new booster pump(s)
- Survey information (to be provided by Tri Lake)
- Preliminary plot layout showing booster pumps, size of the chemical storage area, size of chemical storage tanks, location of Motor Control Center (MCC) etc.
- Flow diagram
- Finalized scopes and budgets for (1) engineering design of the NPWS/DWS pipeline connections, NPWS reservoir modifications and new NPWS booster pumps, (2) engineering design of the NPWS/DWS interconnection controls, and (3) engineering design for the NPWS/DWS interconnection disinfection
- Evaluation and recommendations on backflow protection for the existing EMWD service connections to the DWS and the EMWD emergency connection the NPWS.

The City will review the PDR and provide comments. Stetson will update the PDR and resubmit for finalization.

Task 2 – Deliverables:

- *Draft PDR to City staff*
- *Response to Comments Received from City staff*
- *Final PDR to City staff*



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- *Scope and Budget for Phase 2*

Task 2 – Work Required by City Staff

- *Review Draft PDR and provide comments*

PHASE II

Task 1 – Water System Improvements Design Package (50%)

Stetson will complete the design of all water system improvements as delineated in the PDR and approved by City staff.

The design will include:

- Connection to existing reservoirs at NPWS
- Booster station layout and details at NPWS
- New pipeline connections to both NPWS and DWS (pipeline design to be completed by Tri Lake)
- Backflow prevention improvements to EMWD connections (if any; based on modeling results)
- Existing DWS water system infrastructure upgrades (if any; based on modeling results)
- Disinfection facilities and controls (if any, based on PDR)
- Power source connection and electrical system details
- SCADA control diagram and facilities details
- Security/anti-theft considerations

Task 1 – Deliverables:

- *50% Draft Water System Improvement Plans submittal to City staff: alignment, profile, connections, booster stations, backflow prevention details, infrastructure upgrades, electrical plans and details, SCADA Control Diagrams, specifications and details, security feature plans and details.*
- *Response to comments received from City staff*
- *Final 50% Plans submittal to City staff*

Task 1 – Work Required by City Staff

- *Review Draft Plans submittal and provide comments*

Task 2 – System Improvements Design Package (100%)

Stetson will complete the 100% design of all water system improvements as delineated in the 50% design package and City comments.

The design will include:



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- **Booster station layout and details at NPWS**
- **Connection to existing reservoirs**
- **New pipeline connections to both NPWS and DWS**
- **Backflow prevention improvements to existing EMWD connections, including EMWD service connection standards.**
- **Existing DWS water system infrastructure upgrades (if any; based on modeling results)**
- **Disinfection facilities and controls**
- **Power source connection and electrical system details**
- **SCADA control diagram and facilities details**
- **Security/anti-theft considerations**

Task 2 – Deliverables:

- *100% Draft Water System Improvement Plans submittal to City staff: alignment, profile, connections, booster stations, backflow prevention details, infrastructure upgrades, electrical plans and details, SCADA control diagrams, specifications and details, security feature plans and details.*
- *Response to comments received from City staff*
- *Final 100% Plans submittal to City staff*

Task 2 – Work Required by City Staff

- *Review 100% Plan submittal and provide comments*

Phase III

Task 1 – Amended Water Supply Permit from DDW

Stetson will work with City staff to prepare documents which may be required by DDW to receive an amended Water Supply Permit. The permitting process requires submittal of an application to the DDW, which identifies the planned changes to both the NPWS and DWS, and may require revisions to the DWS's Operations, Maintenance and Monitoring Plan (O, M & M Plan).

Task 1 – Deliverables:

- *Completed application for amended Water Supply Permit for review by City staff prior to submittal to DDW*
- *Completed O, M & M Plan for review by City staff*

Task 1 – Work Required by City Staff

- *Review application and provide comments*
- *Review O, M & M Plan and provide comments*



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Schedule

Stetson staff is prepared to start on the project immediately following receipt of a notice to proceed. Following receipt of pertinent information to be provided under Task 1A by the City, Stetson anticipates it will develop a calibrated hydraulic pipe network model of the DWS within six (6) weeks, excluding any additional time, which may be required for the City to perform additional field flow test(s). The draft TM, under Task 1D, will be provided to the City within four (4) weeks following completion of the calibrated hydraulic pipe network model. Stetson anticipates providing the City with a draft PDR and the Phase 2 final Scope of Work and Budget within four (4) weeks following its meeting with City staff to review the results of Task 1.

Budget

The proposed budget for Phase I (Tasks 1 and 2) is \$61,400, as shown below, and on Table 1.

Phase I Budget

<u>Task</u>	<u>Description</u>	<u>Proposed Budget</u>
Task 1A:	Collect and Review Pertinent Information from City Staff	\$3,600
Task 1B:	Prepare Hydraulic Pipe Network Model	\$23,000
Task 1C:	Analyze Water System with Hydraulic Pipe Network Model	\$10,200
Task 1D:	Prepare Water System Analysis Technical Memorandum	\$7,900
Task 2:	Prepare Preliminary Design Report	\$16,700
Phase I Total		\$61,400

The proposed budget for Phase II Design (Tasks 1 and 2) is estimated to be \$166,000, including subcontractors for geotechnical work, electrical and structural design and plans, and on Table 1. (Depending upon the results of the PDR, some of the work may not be required and the budget will be reduced accordingly.)

The proposed budget for Phase III (DDW permitting) is estimated to be \$15,000 (as shown on Table 1), assumes DDW will require an O, M and M Plan, and includes one meeting with City/DDW staff. Based upon the results of the PDR, actual improvements to the DWS and an initial meeting with DDW staff, some of the anticipated work may not be required and the budget will be reduced accordingly

The total engineering budget for Stetson's work is estimated to be \$242,400 for Phase I, II and III. Engineering costs for the new transmission pipeline are provided by Tri Lake.



STETSON ENGINEERS INC.

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In addition to the design costs described above, Stetson has developed an Engineer's Estimate of the construction costs, which are included in Attachment A. The Engineer's Estimate for construction is about \$1,575,000. In addition, the contractor's overhead and profit are estimated to be about 25 percent of the construction cost (about \$394,000). Consequently, the total construction cost estimate is about \$1,969,000 (\$1,575,000 + \$394,000).

Invoices for Stetson's work will be prepared monthly on a time and materials basis based on the attached hourly billing rates. Thank you for the opportunity to present this Scope of Work and Budget. If you have any questions, please feel free to contact me or Mr. Kevin Smead at (626) 967-6202.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stephen B. Johnson', is written over a horizontal line.

**Stephen B. Johnson, P.E.
Vice President
Stetson Engineers Inc.**

TABLE 1

**NPWS/DWS INTERCONNECTION
ENGINEERING BUDGET FOR STETSON ENGINEERS INC.***

PHASE I

Task 1A – Collect Pertinent Information	\$3,600	
Task 1B – Hydraulic Pipe Network Model	\$23,000	
Task 1C – Analyze Water System	\$10,200	
Task 1D – Technical Memorandum	\$7,900	
Task 2 – Preliminary Design Report	<u>\$16,700</u>	
Subtotal:		\$61,400

Phase II: Design

Task 1 – 50% Design Package	\$97,000	
Task 2 – 100% Design Package	<u>\$69,000</u>	
Subtotal:		\$166,000

Phase III: DDW Permitting **\$15,000**

TOTAL: **\$242,400**

*Engineering budget for Tri Lake Consultants for the transmission pipeline are provided by Tri Lake Consultants

ATTACHMENT A

ENGINEER'S OPINION OF COST

Date: 3-Feb-15

Init: RA

Rev.:1

\$1,575,730

SEI JN: 2052-16

NPWS - BoosterStation/Chloramination

ITEM	ITEM DESCRIPTION	UNIT COST	UNITS	QUANTITY	TOTAL COST	REFERENCE
1	MOBILIZATION/BONDS				\$50,000	
2	BOOSTER STATION (NPWS)				\$660,500	
	(a) Site work					
	Excavation/backfilling/earthwork/Pavement restoration	\$15,000	1	\$15,000		
	(b) Booster Bldg					
	Bldg 20 ft x 20 ft @ \$275/ ft2	\$110,000	1	\$110,000		
	(c) Pumping Equipment					
	Pump, 600 gpm 170 ft TDH VFD operated	75,000	2	\$150,000		
	Pump control valve 6" flanged	6,500	2	\$13,000		
	Gate valves 8"	1,000	2	\$2,000		
	Gate Valves 6"	800	2	\$1,600		
	Tees elbws	5,000	1	\$5,000		
	Pipe 12" DI (Suction Pipe from Reservoir to Booster Pump)	55	200	\$11,000		
	Pipe 8" DI	33	100	\$3,300		
	Pipe 6" DI	27	100	\$2,700		
	Instruments (pressure gauges, switches)	2,000	2	\$4,000		
	Sub total			\$192,600		
	Installation of pumping equipment 50% of equipment cost			\$96,300		
	Total			\$288,900		
	(d) Power for Booster Pumps					
	Motor Control Center	\$100,000	1	\$100,000		
	Installation of wires conduits @ 50% electrical equipment	\$50,000	1	\$50,000		
	Total			\$150,000		
	(e) Controls Booster Pumps					
	Control Panel	\$50,000	1	\$50,000		
	Installation of wires conduits @ 50% electrical equipment	\$25,000	1	\$25,000		
	Total			75,000		
	(f) Site Piping Connection to Transmission Pipe Line					
	8" pipe (Assumed Length 200 ft ⁽¹⁾)	\$33	200	\$6,600		
	Installation of Pipe	\$7,500	1	\$7,500		
	Total			\$14,100		
	(g) Pipe Connection to Downtown System					
	Assume a single point connection (Isolation valve, check valve)	\$7,500	1	\$7,500		
3	CHLORAMINATION SYSTEM (NPWS)				\$497,000	
	(a) SiteWork					
	Excavation/Backfilling/Concrete Pad	\$15,000	1	\$15,000		
	(b) Shade Structure					
	Chemical Containment area & Shade structure 20 ft x 12 ft	\$50,000	1	\$50,000		
	(c) Equipment					
	Sodium hypochlorite storage tank 1,000 gallons	\$10,000	1	\$10,000		
	Aqua ammonia tank 200 gallons (use existing tank)	\$0	1	\$0		
	Sodium hypochlorite metering pump system	\$25,000	1	\$25,000		
	Ammonia metering pump system	\$20,000	1	\$20,000		
	Sample pumps	\$7,000	1	\$7,000		
	Magnetic Flow meter	\$15,000	1	\$15,000		
	Level gauges	\$5,000	1	\$5,000		
	Installation of equipment and piping	\$40,000	1	\$40,000		
	Total			\$187,000		
	(d) Power for Chloramination					
	To be provided as part of Booster Station power system	\$0	0			

ITEM	ITEM DESCRIPTION	UNIT COST	UNITS	QUANTITY	TOTAL COST	REFERENCE
	(e) Chloramination Control Panel	\$150,000	1	\$150,000		
	Chlorine Dosage Controller/ Analyzer					
	Ammonia Dosage Controller					
	Chemscan Analyzer					
	Sample Pump Starter					
	Miscellaneous devices (signal splitter, start/stop etc.)					
	Installation and wiring of control panel	\$75,000	1	\$75,000		
	Conduits & wires					
	Miscellaneous fittings & terminations					
	Miscellaneous hardware materials					
	(f) Piping Miscellaneous Items					
	Sample piping, eye wash station, hose bibs etc	\$10,000	1	\$10,000		
	Double contained chemical piping, injection assembly	\$15,000	1	\$15,000		
	Chemical injection Vaults 6 ft x 6 ft x 6 ft deep + installation	\$20,000	3	\$60,000		
	Total			\$85,000		
TOTAL					\$1,157,500	
CONTINGENCY @ 20%					\$231,500	
TOTAL CONSTRUCTION COST					\$1,439,000	
4	CONSTRUCTION MANAGEMENT COST ⁽²⁾				\$100,730	
5	PERMITTING (ks)					
6	START UP ⁽³⁾				\$21,000	
7	AS BUILT				\$15,000	
GRAND TOTAL ⁽⁴⁾					\$1,575,730	

Notes:

1. All construction is assumed to be within the property boundary
The connection point with the Transmission pipeline is assumed to be at the property boundary.
2. 7% of construction cost, 180 days contract duration, 3 months actual construction without inspection
3. Start up activity to last 3 weeks
4. Cost does not include Contractor's profit margin which may vary between 25% to 30% of construction cost



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Northern California • Southern California • New Mexico • Arizona • Nevada • Colorado

Standard Fee Schedule (Effective January 1, 2014)

	\$\$ Per Hour
Principal	225
Special Project Director	225
Project Manager, Senior	195
Supervisor I	195
Supervising Soil Scientist	180
Supervisor II	180
Supervisor III	175
Senior I	154
Senior II	138
Senior III	127
Construction Manager	126
Construction Manager/Oversight	110
Senior Construction Inspector	110
Senior Field Geologist	126
Senior Associate	116
Associate I	110
Associate II	105
Associate III	100
Associate Soil Scientist	100
Senior Assistant	97
Assistant I	93
Assistant II	88
Assistant Soil Scientist	88
Assistant III	83
GIS Manager	110
GIS Specialist I	93
GIS Specialist II	83
Technical Illustrator	83
AutoCAD Technician	83
Soil Technician	73
Aide I	68
Aide II	58
Aide III	53
Project Coordinator I	127
Project Coordinator II	93
Project Coordinator III	83
Contract Management	95
Administrative I (word processing)	68
Administrative II	58
Administrative III	53



Direct Expense Rates

Expense Description	Billing Rate
Fax (In-House)	\$0.30/sheet
CAD (In-House)	\$15.00/hour
GIS Expense (In-House)	\$15.00/hour
Specialty Computer Expense (In-House)	\$5.00/hour
Mileage	\$/mile
Reproduction B & W (In-House)	\$0.15/sheet
Reproduction Color 8.5 x 11 (In-House)	\$0.89/sheet
Reproduction Color 11 x 17 (In-House)	\$1.89/sheet
Plotter Reproduction (In-House)	\$1.50/sq. ft.
4 x 4 Truck w/Drill Rig	\$150.00/day
Survey Equipment	\$120.00/day

*Mileage is billed at the current IRS approved mileage rate and may be subject to change.

All other project reimbursable expenses (i.e., telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.

Note: Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on standby at attorneys' request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 24, 2015

SUBJECT: Special District Services provided for Perris Community Facilities Districts, Perris Financing Authority Administration, Joint Powers Authority Administration, and RDA

REQUESTED ACTION: Approve and Authorize the Assistant City Manager to sign the First Addendum to the Agreement for Professional Services from Willdan Financial Services

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

The City of Perris currently contracts professional services for the formation, administration, and annual reporting requirements of its Community Facilities Districts (CFD), Perris Financing Authority (PFA), Perris Joint Powers Authority (JPA), and Redevelopment Agency (RDA) with an independent consultant, Willdan Financial Services. City staff took action in FY10-11 to consolidate these services to streamline the formation, administration, and annual reporting requirements process. It is in the best interest of the City to keep continuity with the same consultant firm to ensure proper reporting and compliance in addition to reducing the economies of scale in terms of familiarity with the City.

The term of the previous agreement with Willdan Financial Services will end on February 25, 2015. This contract addendum, presented for the City Council's consideration, represents a 1-year continuance of services provided to the City. There is no increase in the contract cost at this time and the level of service provided by Willdan will remain intact as previously approved by the City Council.

Staff recommends that the City Council authorize the first addendum to the agreement attached.

BUDGET (or FISCAL) IMPACT: No change in cost for the professional services Willdan provides. Willdan's services are paid for by each Special District and developer deposits.

Reviewed by:
Assistant City Manager *RE*
Ron Carr

Attachments:

1. First Addendum to the Agreement for Professional Services
2. Agreement for Professional Services-Approved by City Council 2/26/13

Consent: February 24, 2015

Attachment 1

February 6, 2015

Ms. Jennifer Erwin, CPA
Assistant Director of Finance
City of Perris
101 North D Street
Perris, California 92570

Re: *First Addendum to City of Perris Agreement to Provide Community Facilities District and Perris Financing Authority Administration Services*

Dear Ms. Erwin:

Per your request, attached is the first addendum to the original Contract Services Agreement for Professional Services to provide Community Facilities District and Perris Financing Authority Administration Services, dated February 26, 2013. The purpose of the following is to initiate the first of three one-year renewals.

If acceptable, please sign and date both originals, returning one (1) in the envelope that has been provided for your convenience.

We look forward to continuing to serve the City of Perris and working with you and your staff. If you have any questions, please feel free to contact me directly at (951) 587-3537 or via email to jperezmoses@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES



Josephine Perez-Moses
Senior Project Manager

FIRST ADDENDUM TO AGREEMENT

The agreement between the City of Perris and Willdan Financial Services, dated February 26, 2013, (hereinafter, the "Agreement") is amended as follows:

- A. Section 5 entitled "TERM" is amended to initiate the first of three one-year renewals, extending the expiration date to February 25, 2016.

All other terms, fees and conditions contained in the Agreement shall remain in full force and effect. Executed on February _____, 2015.

CITY OF PERRIS

WILLDAN FINANCIAL SERVICES

By: _____
Ron Car, Assistant City Manager

By: _____
Gladys Medina, Group Manager-VP

Attachment 2

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 26th day of February, 2013, by and between the City of Perris, a municipal corporation ("City"), and Willdan Financial Services, a California corporation ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner. If authorized, Consultant shall furnish additional services and to the extent that the additional services have been identified in this Agreement, they are itemized in "Exhibit A" and will be paid for by the City, as indicated in Section 2.0 hereof. As further additional services are requested by City, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state, or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees, and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "B"* and incorporated herein by this reference.

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid monthly. Consultant may submit monthly statements, and it is intended that City will make payments to Consultant within thirty (30) days of invoice. All invoices not paid within thirty (30) days shall bear interest at the rate of one and one-half percent per month or the then-legal rate allowed.

3.0 COORDINATION OF WORK

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

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents, or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A."* Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

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

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 \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

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

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.

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

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 Indemnification.

(a) **Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and the City's Parties from and against any and all losses; liabilities; damages; costs; and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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 negligence or other wrongful conduct in the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees or subcontractors of Consultant.

5. TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect for two (2) years, subject to three (3) additional renewals, one (1) year at a time. Annual renewals shall be automatic, unless either party elects not to renew by providing written notice pursuant to Section 5.2.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6. MISCELLANEOUS

Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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.

Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement, which affects his financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

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, California 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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.

Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder, unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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.

Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

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:

By: Judy L. Haughney
Judy L. Haughney, City Clerk

"CITY"
CITY OF PERRIS

By: Richard Belmudez
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Eric L. Dunn
Eric L. Dunn, City Attorney

"CONSULTANT"
WILLDAN FINANCIAL SERVICES, a Corporation

By: Mark J. Risco
Signature
Mark J. Risco, President and CEO
Print Name and Title

By: Roy Gill
Signature
Roy Gill, Corporate Secretary
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

SCOPE OF SERVICES

"Exhibit A" contains scopes of work for each of the following services:

- CFD administration and land-based continuing disclosure services,
- Delinquency management services,
- Internet / Website access to data,
- CFD formation services,
- Periodic special tax consulting services,
- Arbitrage rebate compliance, and
- Nonland-based continuing disclosure services.

CFD Administration and Land-based Continuing Disclosure Services

All costs associated with CFD annual administration are fully recoverable, either through the special tax levy or payment by requestor for special services.

Willdan will:

1. Maintain and periodically update an electronic database containing parcel basis data and annual special tax levy amounts by Assessor's Parcel Number. This includes researching final tract and/or parcel map recordation information, gathering building permits, along with the appropriate building and parcel information, and certificate of compliance information for properties located within the boundaries of the CFDs.
2. Annually calculate and apportion the special taxes, as specified in the Rate and Method of Apportionment of Special Tax (RMA). This includes the assignment of special tax classes per each of the RMAs, and the setting of annual special tax rates that are necessary to satisfy the Special Tax Requirement.
3. Prepare, if necessary, an annual resolution that establishes the budget for the fiscal year and application of the special tax to be submitted to the County, including the Special Tax Summary for the fiscal year.
4. Provide special tax levies for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll.
5. Research parcel exceptions provided by the County and, if possible, resubmit installment amounts that are unapplied by the County Auditor/Controller's Office. Willdan will manually invoice special tax installments that cannot be collected on the County property tax roll on behalf of the City.
6. Provide a toll-free number to field inquiries from City staff, property owners, and other interested parties regarding special tax installments and related information.
7. Provide the City, for the term of the contract, 24/7 Internet access to the established and maintained electronic databases; and annually update (as necessary) to provide information to taxpayers.

Exhibit "A"

Page 1

8. Monitor delinquencies each February and May, and submit periodic delinquency reports to the City. (The Delinquency Management scope of services listed immediately following this section entails how we will assist the City in adhering to their foreclosure covenants.)
9. Monitor compliance with the fiscal agent / trust agreement.
10. Collect and review development information on an annual basis until the project's build out is complete. As needed, calculate the Special Tax Buydown; and issue Certificates of Satisfaction of Special Tax Buydown and Letters of Compliance (as defined in the RMAs).
11. Prepare an Annual Special Tax Report. This report will include:
 - The identification of CFD administrative cost items eligible for recovery by the City;
 - The review of fund balances to identify any surplus funds;
 - The requirements for debt service;
 - The delinquency summaries; and
 - A cover letter to the report providing related recommendations or issues, if any. The cover letter is not intended to be a component of the report.
12. Provide an annual report to the California Debt and Investment Advisory Commission (CDIAC) by October 30 if required by the California Government Code, Sections 53359.5(b), 6599.1(b), and 6599.1(c) (as amended).
13. Prepare "Notice of Special Tax" as required by the California Government Code, Sections 53340.2(b) and 53341.5, as amended. The fee for this service is \$15 per notice and is to be paid by the requestor.
14. Assist the City in the filing of a report with its governing body each year to comply with legislation that enforces additional reporting requirements. This annual filing shall meet with regulations imposed by the California Government Code, Section 50075.3 (a) & (b) and/or Section 53411 (a) & (b), as amended (Senate Bill 165).
15. Prepare an annual report (if requested by CFD property owner), as required by the California Government Code, Section 53343.1, as amended. The City may charge the requesting party a fee for the actual cost of preparing the report. The fee for this service is to be paid by the requestor.
16. Be available to attend public/City staff meetings to present and discuss various financing related issues and, as necessary, to perform related tasks.
17. Calculate written prepayment quotes for individual special tax liens, as described in the Rate and Method of Apportionment of Special Tax or by resolution. For parcels prepaying the special tax, Willdan will coordinate the removal of the lien. The fee for this service is \$250 per calculation and is to be paid by the requestor.
18. Perform required bond call spreads, and coordinate the early redemption of outstanding bonds. Additional efforts needed to complete bond calls, such as cash flow certificates, special analyses and/or atypical spread calculations, shall be charged hourly using our then current hourly rates (see "Additional Services" section). However, Willdan will not begin any additional work without prior approval from City staff.

Exhibit "A"

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19. Review pertinent documents relating to the debt issue, collect third-party data and other information required to be included in the Annual Financial Information Statement, create a draft of the Annual Financial Information Statement for review by the City, finalize and disseminate (through the central post office) the disclosure reports to all major repositories/depositories and to any other party directed by the City, and post the land-based disclosure reports on the Willdan's Website at willdan.com/financial/cd.html. Upon request or if deemed necessary, Willdan will prepare the Notices of Significant Events covering events enumerated in Rule 15c2 12(b) for review by the City.

20. Perform other CFD administrative tasks, as assigned by City Staff.

Client Responsibilities for District Administration

Willdan will rely on obtaining the following information from the City of Perris:

- Information regarding collections, taxes, funds, and payments and/or prepayments received by the City. Although Willdan will annually research information regarding issuance of building permits and/or certificates of occupancy, it may still be necessary to obtain additional assistance from the City.
- The budget summary to be incorporated into the annual resolution or district report establishing the budget.
- The City's Adopted Budget and Audited Financial Statements.
- Current balances on funds held at the City.

Delinquency Management Services

Willdan would obtain and download County delinquency data into MuniMagic. The City would then be provided with a comprehensive record after both the December 10 and April 10 installments. Other services include:

1. Sending reminder letters to property owners, with results regularly reported to the City staff.
2. Reviewing the status of delinquencies with City staff, as covenant dates occur.
3. Working with the City's foreclosure attorney to complete the foreclosure process (if deemed necessary).

Internet / Website Access to Data

Willdan will provide the following services upon the return of a valid MuniMagic™ licensing agreement:

1. Provide the City, for the term of the contract, 24/7 Internet access to the established and maintained electronic databases.
2. Provide an access password to the City of Perris specific Web pages.
3. Provide (as required) a user guide and additional phone support for efficient data access.

CFD Formation Services

In order to undertake the formation of bonded Community Facilities Districts (CFD) for the City of Perris, Willdan's special district formations team will perform the below tasks. We understand that each formation project is unique; therefore, our scope of services will be adapted to fit the characteristics and participants of each. We also recognize the importance of working as part of the City's established financing team. In fact, for many of our projects, our CFD formation experts have worked with financing teams. As the work progresses, our approach is focused on keeping the interests of the City and property owners at the forefront of any project.

Task 1: Notice to Proceed, to Resolution of Intention

A. Project Kick-off Meeting

Schedule an "All Hands" Kick-off Meeting with City staff and financing team. The primary objectives of this meeting is to understand the specific goals of a particular project, to identify key personnel involved in the project, and to establish effective lines of communication.

This meeting will likely include specific discussions of the City's funding goals and priorities, identification of the improvements, political considerations, overall project timeline, budget information, and access availability to pertinent documentation.

B. Background Research

Update research information related to the development, including site plan and proposed uses.

As necessary, work with the City, developers, and consultants to determine public improvements (or services, if appropriate) for inclusion in the CFD. Prepare a narrative description for the Community Facilities District Public Report; and a Map of Improvements to allow ease in presentation to the City Council, as well as an easily identifiable source for the financing team. As necessary, Improvement Areas may be established and different methodologies developed to address varying levels of improvement benefits, as well as accommodate different development and bonding timelines. Careful discussion with both the City and the City's financial advisor will be critical during this stage of the project.

Willdan will research property ownership, and identify all property taxes and overlapping debt on the subject properties, including special assessments, taxes, and charges. Willdan will also prepare a cost estimate of the improvement items, incidentals, and issuance costs related to the CFD. To insure that appropriate costs have been included correctly, bond issuance costs will be discussed with the financing team (e.g., capitalized interest, Official Statement printing, reserve fund level, any required bond security, and the costs for various professionals involved in financing).

C. Preliminary Tax Spread Analysis

A preliminary pro forma of the CFDs' revenues and expenses will be presented to the financing team for evaluation and discussion. The maximum proposed special taxes will be designed to generate sufficient revenue to meet CFD objectives, protect bonds, and to fairly tax expected CFD properties.

Based on the gathered information, Willdan will begin to prepare a preliminary special tax analysis. As appropriate, this analysis will include value to lien calculations, overlapping tax analysis, and maximum special tax coverage computations. As required, the analysis will also incorporate multiple Improvement Areas.

As necessary, we will prepare calculations from our database, including:

1. Special tax runs identifying the maximum special tax coverage that can be expected in comparing the maximum special tax rates, to the amount estimated to be necessary to repay the bonds, including scenarios identifying the impact of an escalating special tax (in conjunction with escalating debt service).
2. Value-to-lien computations for each parcel; each property owner; and (if necessary) differentiating between developed and undeveloped property, while using the appraiser's data.
3. An overlapping debt table indicating property value, as compared to the new district debt; plus other Assessment or Community Facilities Districts' outstanding parcel debt.
4. Effective tax rate schedules showing the projected tax rate for parcels resulting from the new/prior debts. If requested, and as required, Willdan will prepare multiple spreads that are based on different assumptions.

Willdan will develop special tax categories for property types within the CFD. Special considerations will also be identified for financing team discussion, such as prepayment provisions.

Willdan will develop the special tax structure for the RMA based on the boundaries of the CFD, Improvement Areas, and/or zones; improvements to be funded; proposed development; and effective tax rate limitations. An analysis will be required to determine an equitable spread of the overall burden, while taking into account the nature of the public facilities to be constructed and the area served. To ensure considerations have been addressed, the method will be discussed with the financing team, and then included in both the Resolution of Intention and the Community Facilities District Public Report.

The method will consider the practical implications of annual administration; the developer's acceptance of the methodology; possible exemptions; and the effect, both financial and political, on the secondary property owner.

D. Rate and Method of Apportionment of Special Tax

Prepare a Rate and Method of Apportionment (RMA) of Special Tax for the Resolution of Intention. In order to equitably apportion the facilities cost on properties within the CFD and to increase issued bonds' security, establishing Improvement Areas and/or tax zones may be the preferred utilized approach. Considering possible phased approaches to construction and, therefore, bonding, this approach may be necessary to allow for the generation of sufficient project value as development progresses. Establishing Improvement Areas provides flexibility for the City in the following ways:

1. Provides the ability to group together similar developments in terms of schedule and product type. In so doing, the special tax structure will be more equitable and reasonable to the individual property owners and will relate to likely financing schedule and needs.
2. Structures the special tax to accommodate the potential phasing of multiple bond issuances, brought about by development schedules. This will provide the City with the ability to bond against development phases (Improvement Areas) that are ready to pull building permits without impacting, or having to wait on, the rest of the proposed development.
3. Provides the City with the ability to monitor the current real estate market and re evaluate each established Improvement Area (in that context) prior to the issuance of any additional bonds series. One phase of the development may not have the appropriate value to lien ratio or taxing capacity to issue or maximize bonds.

Exhibit "A"

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Typically, we propose that special taxes not only be levied for debt service, but also to finance the acquisition and construction of authorized future facilities. This will provide the City with the ability to levy the full special tax amount on property, regardless whether bonds have been issued or not. Based on comments received, a description of various alternatives for structuring the special tax will be provided to the City and financing team, and then incorporated into the RMA.

Task 2: Resolution of Intention, to Public Hearing

A. Prepare and Record Boundary Map

Willdan will prepare and record the boundary map with the appropriate local official and the County Recorder's Office. The boundary map for the proposed district will meet the requirements of the Community Facilities Act, City policies, and CFD procedures.

B. Community Facilities District Report

Willdan will prepare a preliminary CFD Report that includes a description of public improvements to be constructed, cost estimates, incidental expenses, the RMA, and necessary information to meet Mello Roos Community Facilities Act requirements. The report will be submitted to the financing team for review and comment. As requested, Willdan will present the CFD Report to City Council and field questions received at the Intent Meeting and/or public hearing.

The CFD Report will include the following components:

- A description of the proposed public facilities to be funded;
- Costs and estimated construction dates of the proposed facilities;
- Estimates of bond issuance and other incidental costs;
- Projected bonded indebtedness, and the anticipated issuance dates; and
- A projection and explanation of the annual special tax rates (by classification) for each year that bonds are outstanding or services funded.

C. Registered Voters

Contact the County Registrar of Voters to verify property ownership, and the number of registered voters within the CFD boundaries. If there are more than 12 registered voters within the boundaries, current legislation requires a registered voter election.

Willdan will assist in tallying the votes, and coordinate the recordation of the Notice of Special Tax Lien after successful formation of the CFD.

D. Document Review and Preparation

Willdan will review resolutions, petitions, consent and waiver documents, and the notices and ballots; and, as Special Tax Consultant, provide our professional expertise.

Task 3: Bond Issuance Support

We will work with the City, financial advisor, bond counsel, and investment bank to create and review financing documents. Typically, as the Community Facilities District Public Report is being finalized to include the best available project costs, the financing team begins preparing the Preliminary Official Statement (POS). The Willdan team will provide necessary expertise related to the development of the POS and OS (Official Statement) for the issuance of CFD bonds.

Client Responsibilities for District Formation

Willdan will rely on obtaining the following information from the City:

- Guidance regarding policies and procedures for formation of CFDs, and objectives and goals concerning each district's use.
- Copies of the existing CFD Goals and Policies and other related documentation (as necessary).
- Information and data, including (as available) detailed cost estimates for the facilities and/or services to be financed by the CFDs.
- Information from the financing team regarding possible financing structure to be implemented in conjunction with the district formation.
- Property owner information on an "as-needed" basis.

Legal Opinions

In preparing the resolutions and the notices and ballots, Willdan will provide our professional expertise. As we do not practice law, we ask that your attorney, or other designated counsel, prepare/review the documents. We will, however, assist your attorney/counsel in identifying pertinent legal issues and will defer to the City's legal counsel on matters related to the City's charter authority in these proceedings.

Periodic Special Tax Consulting Services

We recognize the fact that CFD special tax consulting is not often confined to a strict timeline or set of formation tasks; particularly, in the current economy and in an environment as dynamic as that of the City of Perris. Economic conditions change, as do developer, property owner, and/or City expectations. These types of circumstances often lead to continual monitoring of CFDs; required adjustments and verifications of special tax revenue streams, after initial formation is completed; prior and after bond issuance; and, sometimes, prior to the special tax levy. This is an area where the integration of CFD formation and administration services yields invaluable efficiency and quality for the City. It is crucial that CFD formation and administration be highly coordinated on an ongoing basis. In this manner, required adjustments or changes are carried out with consistency and nothing is lost in transition. On an as needed basis, the Willdan special tax consulting team can provide additional services to the City of Perris, while working with City Staff and in close coordination with the members of the City's financing team. Periodic services provided to the City may include the following:

- Verify bond refunding and associated special tax revenue. If the refunding or restructuring of existing bonds is being considered, it may be necessary to model special taxes for the affected district, as based upon then existing levels of development; thus ensuring that adequate special tax revenues will be collected to support the new bonds.
- CFD annexations and projections of special tax revenue. As new property develops, it will most likely require annexation into an existing services district. We will perform the necessary analysis, present results, and assist with the preparation of the necessary documents for the completion of this annexation.
- Review development information for CFDs as build out progresses, bond issuance moves forward, or as special taxes are levied. Depending upon certain factors, it may be necessary to evaluate and/or restructure the special tax methodology; require developers to pay down or prepay taxes entirely for certain areas; and, in any case, remodel special tax revenue streams for presentation and discussion among the financing team. As necessary, Certificates of Satisfaction or Letters of Compliance can be prepared for any changes.

Exhibit "A"

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- Recalculate or restructure special tax rates should development parameters change (e.g., development schedule, product pricing, absorption, or product mix). If a developer requests a significant change in their proposed development plan in response to market or economic changes, it may be necessary to re evaluate many base assumptions used in the original special tax analysis for district formation. Following discussion with the financing team, Willdan will complete and present this analysis, and make any necessary adjustments.
- Model the CFD special tax revenues from any proposed changes in outstanding debt or district property use. This would also involve the creation of an updated special tax analysis that is similar to that which was completed during the original district formation.
- Identify effects of different "trigger" points for the special tax levy, and provide necessary coverage for the security of outstanding bonds. If the City were considering a change in the tax levy timing on specific property types (earlier in the development process), this analysis would be necessary.
- Outline the effects of special tax rate changes (owing to any number of factors) through the development of a special tax pro forma, and provide this information to the City and finance team for discussion.
- Prepare (if a district is to be officially restructured) an amended RMA, and assist with procedural steps when special tax rates are finalized.
- Provide acquisition auditing and documentation for improvements being acquired by the City from a developer.
- Attend the financing team or City Council meetings to discuss CFD related issues.

When a project fitting these descriptions is identified, Willdan will prepare a specific scope of work and fee tailored to the project. For the purposes of brevity, representative detailed scopes of work for each have not been provided. The bulleted items above are based upon our experience working with other cities in the ongoing administration and consulting for their CFDs.

Arbitrage Rebate Compliance Services

The following three (3) phases will be performed to address the City's long-term tax-exempt financings that are subject to arbitrage rebate compliance:

Phase One — Setup

1. Willdan will assign an analyst to manage the arbitrage rebate consulting activities.
2. The analyst will review tax-exempt financings that are subject to federal compliance regulations, and discuss the work plan.
3. The analyst will review pertinent documents related to the debt to confirm that financing is subject to arbitrage rebate requirements; and identify relevant exceptions, elections, and yield restrictions.
4. The subject bond issues will be loaded into Willdan's proprietary tracking system with their respective target calculation dates.
5. Bond documents and cash flow information required for the reports will be collected.

Phase Two — Report Preparation

Pursuant to Section 148(f) of the Internal Revenue Code, the analyst shall perform the following activities to determine the cumulative arbitrage liability:

1. Calculate the bond yield, and identify all gross proceeds and transferred proceeds (advance refunding issues) allocated to the issue.
2. Compare allowable arbitrage earnings, to actual earnings, to determine cumulative arbitrage liability.
3. Review and consider application of alternative regulatory provisions that may improve the arbitrage liability.
4. Verify that two (2) senior analysts will review the calculation and summary findings.
5. Engage, upon request and at additional fee, the services of a tax counsel, whereby an independent legal opinion shall be rendered.
6. A comprehensive rebate report will be produced and will include the following:
 - Computation summary;
 - Summary analysis of all relevant dates and assumptions;
 - Sources and uses of funds;
 - Arbitrage yield and yield restriction requirements;
 - Rebate liability by fund and aggregate liability for the issue;
 - Arbitrage/investment yield comparison graph;
 - Rebate calculations (by fund);
 - Outstanding investments summary; and
 - Preparation of IRS Form 8038 T, with filing instructions.

Phase Three — Ongoing Additional Support

Willdan's support does not end with report production. Willdan analysts shall be available throughout the agreement period for the following activities:

1. Review current policies and procedures for tracking expenditure and investment earnings allocations. If these systems do not provide sufficient detail to adequately calculate and monitor rebate liability, Willdan will make recommendations to assist in complying with all applicable federal regulations.
2. Review current policy regarding records retention and, if requested, provide assistance and consultation.
3. Keep abreast of enforcement actions and code / regulation changes that may affect arbitrage compliance requirements. Retroactive changes requiring recalculation of a previously submitted arbitrage report shall be performed at our hourly rates (see "Additional Services" section of the Cost Proposal).
4. Assist staff in the event of a rebate calculation audit.
5. Consult with the City, upon request, regarding the structuring of new bond issues and other matters that will affect any eventual arbitrage liability.

Client Responsibilities for Arbitrage Rebate

The analyst will need the following documents and financial information:

- Official Statement;
- Tax certificate (arbitrage certificate, non-arbitrage certificate);
- IRS Form 8038-G (governmental) or Form 8038 (private activity);
- Escrow verification (refunding issues only);
- Cash / asset and investment activity statements (or internal records of expenditure and earnings activity); and
- Current balances on funds held by the City of Perris.

Nonland-based Continuing Disclosure Services

Willdan will provide assistance and advice on ongoing disclosure matters. With regard to the City of Perris' outstanding debt financings, Willdan will provide guidance and direction to the City in preparing disclosure reports. Willdan will help the City provide required financial and operating data requested by investors and which would, otherwise, be considered material in keeping securities holders informed of the investment quality of the debt issue. Willdan will also assist the City in responding to questions from investors and from other market participants.

In addition, with respect to new debt issues, Willdan will assist the City in developing reporting requirements for disclosure documents to meet relevant compliance requirements, as well as to meet marketplace information demands.

Annual Financial Information Statement Preparation

In connection with the preparation of the Annual Financial Information Statement, Willdan will, through City's direction, provide one or all of the following services:

1. Review pertinent documents relating to the debt issue, including the Official Statement, financial statements, and annual reports.
2. Collect directly from Trustees, fiscal agents, state, County agencies, or others any third-party data or other required information (as applicable) for inclusion within the Annual Financial Information Statement.
3. Analyze the information for accuracy, materiality, and appropriateness.
4. Provide advice and direction on inclusion and presentation of the information in the Annual Financial Information Statement.
5. Create a draft of the Annual Financial Information Statement for review by the City.
6. Discuss any relevant issues with the City regarding the report, and address questions the City may have regarding disclosure matters.
7. Finalize and disseminate the Annual Financial Information Statement, including, as necessary, arranging for electronic and paper reproduction and distribution.

Significant Event Notices

Upon notification by the City and/or if Willdan becomes aware, and if deemed to be material, Willdan will prepare Notices of Significant Events covering events enumerated in Rule 15c2 12(b) for the City's review.

Dissemination

Willdan will disseminate the disclosure reports to the new "EMMA" system established by the Municipal Securities Rulemaking Board (MSRB); to the State Information Depository (SID); and to any other party, as directed by the City. Willdan will also assist the City when requests for information are received, and respond to questions from investors and other market participants. The disclosure reports will also be placed on Willdan's Website for easy access by City staff and investors.

The City of Perris acknowledges that Willdan shall be relying upon the accuracy and validity of the information provided by the City, and agrees that Willdan shall not be liable for any inaccuracies contained therein.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

FEES FOR SERVICES

CFD Administration and Land-based Continuing Disclosure Services

Willdan will provide special district administration services as described by our scope of services. The number of parcels and districts shown in the following fee table is the basis of this proposal.

District	Parcel Count	Annual Fee ⁽¹⁾
CFD 88-1 (Triple Crown Ranch)	710	\$ 2,900
CFD 88-3	748	2,900
CFD 90-1	238	2,900
CFD 90-2 (Green Valley)	60	2,900
CFD 91-1	30	2,900
CFD 93-1	619	2,900
CFD 93-2	67	2,900
CFD 2001-1 (May Farms) IA No. 1	85	2,900
CFD 2001-1 (May Farms) IA No. 2	239	2,900
CFD 2001-1 (May Farms) IA No. 3	499	2,900
CFD 2001-1 (May Farms) IA No. 4	402	2,900
CFD 2001-1 (May Farms) IA No. 5	201	2,900
CFD 2001-1 (May Farms) IA No. 6	279	2,900
CFD 2001-1 (May Farms) IA No. 7	340	2,900
CFD 2001-2, (Villages of Avalon)	1,387	2,900
CFD 2001-3 (N. Perris Public Safety CFD)	334	2,900
CFD 2002-1 (Willowbrook)	113	2,900
CFD 2003-1 (Chaparral Ridge)	103	2,900
CFD 2004-1 (Amber Oaks)	205	2,900
CFD 2004-2 (Corman Leigh Communities)	292	2,900
CFD 2004-3 (Monument Ranch) IA No. 1	228	2,900

District	Parcel Count	Annual Fee ⁽¹⁾
CFD 2004-3 (Monument Ranch) IA No. 2	96	\$ 2,900
CFD 2004-5 (Amber Oaks II)	170	2,900
CFD 2005-1 (Perris Valley Vistas) IA No. 3	75	2,900
CFD 2005-1 (Perris Valley Vistas) IA No. 4	383	2,900
CFD 2005-2 (Harmony Grove)	375	2,900
CFD 2005-4 (Stratford Ranch)	112	2,900
CFD 2006-1 (Meritage Homes)	133	2,900
CFD 2006-2 (Monument Park Estates II)	349	2,900
CFD 2006-3 (Alder)	83	2,900
CFD 2007-2 (Pacific Heritage)	505	2,900
CFD 1-S (South Perris Public Safety CFD)	710	2,900
Total	10,170	\$ 92,800
CFD Payoff Quotes ⁽²⁾		\$ 250
New Districts (Flat Fee)		2,900
Land-based Continuing Disclosure Services (Per Debt Issue)		750

⁽¹⁾ Owing to savings resulting from Willdan's long time familiarity with the City, the annual fees have been reduced.

⁽²⁾ Fees are paid directly to Willdan by the requestor.

Delinquency Management Services

As the service is rendered, the following per parcel / per district fees are invoiced to the City:

Services	Fees
Fees Ultimately Reimbursed to Agency by Property Owner:	
Delinquency Reminder Letter	\$ 10
Delinquency Demand Letter	35
Foreclosure Letter	53
Effect Removal from Tax Roll and Record Subsequent Notice of Satisfaction ⁽¹⁾	102
Payment Plan	200
Subsequent Foreclosure Services	150

Exhibit "B"
Page 2

Services	Fees
Fees Paid Directly to Willdan by Requestor:	
Delinquency Demand Payoff ⁽²⁾	\$ 50
Zero Demand ⁽²⁾	50

Please Note: The delinquent property owner(s) will, ultimately, reimburse all payments made by the City to Willdan for Delinquency Monitoring and judicial foreclosure services.

⁽¹⁾ This fee complies with Section 8833 of the California Streets and Highways Code and/or Section 53356.2 of the California Government Code, which requires recording of a Notice of Intent to Remove Delinquent Special Assessments and/or Special Taxes from the County tax roll. It DOES NOT include the County tax roll removal charge, or similar fee, if any.

⁽²⁾ This fee is waived for the property owner (except for escrow purposes) or for the City of Perris.

Internet / Website Access to Data

Selection	Service	Fee
Read-only Internet Access to Data	Setup Fee Includes setup of electronic database and access to Web pages for the first year of maintenance for two users.	Waived
	Annual Maintenance Fee For year two and subsequent years.	Waived

CFD Formation Services

Task	Service Description	Fee Range
1	Notice to Proceed, to Resolution of Intention	\$ 9,500 – 17,000
2	Resolution of Intention, to Public Hearing	6,000 – 12,000
3	Bond Issuance	2,500 – 7,500
	Periodic Special Tax Consulting (hourly rates; if requested, specific estimate can be provided)	2,500 – 5,000
	Future Annexations (Per Annexation)	3,500 – 5,500

Please Note: the following conditions apply for the aforesated fees related to CFD Formation services:

- Are not contingent upon the CFD formation outcome.
- Include all direct expenses associated with this project.

Exhibit "B"
Page 3

- A specific not-to-exceed fee will be provided when an actual CFD formation project and number of proposed developments to be included have been identified.
- Telephone conference calls are not considered meetings and are, therefore, not limited by our proposal.

Arbitrage Rebate Compliance Services

Issue Date	Original Principal	Issue Name	Next Report Date	Next Fee
Initial Contract Period				
10/16/2003	\$12,380,000	CFD No. 2001-1 (May Farms)	09/01/2013	\$2,000
05/13/2004	2,375,000	CFD No. 2004-1, 2004 Series A	09/01/2013	2,000
05/13/2004	4,890,000	CFD No. 2004-2, 2004 Series B	09/01/2013	2,000
10/26/1988	11,150,000	CFD No. 88-2 (McCanna Ranch) 1988 A	10/26/2013	2,000
02/19/2009	4,055,000	Tax Allocation Revenue Bonds, 2009 Series A	02/19/2014	2,000
03/26/2009	7,605,000	Tax Allocation Revenue Bonds, 2009 Series B	03/26/2014	2,000
07/02/2009	5,490,000	Tax Allocation Revenue Bonds (Central North Project Loan) 2009 Series C	07/02/2014	2,000
07/29/2004	8,955,000	2004 Local Agency Revenue Bonds, Series A	07/29/2014	2,000
03/23/1995	6,795,000	Perris PFA Local Agency Revenue Bonds, 1995 Series D, CFD 93-2 (Perris Plaza)	09/01/2014	2,000
12/09/2004	1,810,000	CFD No. 2004-5 (Amber Oaks II) Special Tax Revenue Bonds 2004 Series A	09/01/2014	2,000
06/09/2005	8,430,000	CFD No. 2004-3 (Monument Ranch), 2005 Series A	09/01/2014	2,000
08/11/2005	5,210,000	CFD No. 2001-2 (Villages of Avalon), 2005 Series B	09/01/2014	2,000
04/22/2010	7,180,000	TARB (Housing Loan), 2010 Series A	10/01/2014	2,000
First Optional Renewal				
04/19/1991	\$ 8,010,000	CFD No. 91-1	09/01/2015	\$2,000
09/29/2005	16,475,000	CFD No. 2001-1 (May Farms), 2005 Series A	09/01/2015	2,000
11/17/2005	14,740,000	CFD No. 2005-2 (Harmony Grove), 2005 Series A	09/01/2015	2,000
04/22/1991	31,320,000	CFD No. 90-2, 1991 Special Tax Bonds	10/01/2015	2,000
06/28/2001	10,745,000	TAB 2001 Series A (PFA)	10/01/2015	2,000
06/28/2001	1,280,000	TAB 2001 Series B (PFA)	10/01/2015	2,000
05/09/2006	31,005,000	2006 Tax Allocation Revenue Bonds	10/01/2015	2,000

Exhibit "B"

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Issue Date	Original Principal	Issue Name	Next Report Date	Next Fee
Second Optional Renewal				
03/28/2002	\$ 8,020,000	CFD No. 93-1, 2002 Series A	08/15/2016	\$2,000
03/07/2002	16,890,000	CFD No. 2001-2, Villages of Avalon of the City of Perris, Special Tax Revenue Bonds, 2002 Series A	09/01/2016	2,000
03/27/2007	3,385,000	CFD No. 2005-1 (Perris Valley Vistas), 2007 Series A	09/01/2016	2,000
11/30/2006	9,680,000	CFD No. 2001-1 (May Farms), 2006 Series A	09/01/2016	2,000
08/27/2002	6,740,000	TARB, 2002 Series B & C	10/01/2016	2,000
Third Optional Renewal				
02/06/2003	\$ 5,860,000	CFD 2002-1 (Willowbrook), Special Tax Bonds, 2003 Series A	09/01/2017	\$2,000
07/24/2003	3,060,000	CFD 2003-1 (Chaparral Ridge), Special Tax Revenue Bonds, 2003 Series A	09/01/2017	2,000
11/13/2007	14,630,000	Revenue Bonds (May Farms) 2007 Series D	09/01/2017	2,000
03/26/2008	5,640,000	CFD 2005-4, 2008 Series A	09/01/2017	2,000
05/28/2008	4,375,000	Local Agency Revenue Bonds, 2008 Series B	09/01/2017	2,000
12/19/2007	2,775,000	Local Agency Revenue Bonds (CFD 2006-1) 2007 Series C	09/01/2017	2,000
09/06/2007	13,760,000	Revenue Refunding Bonds Series A & B	09/06/2017	2,000

Additional Fees

Description of Additional Fees Additional Fees May or May Not Apply)	Fees
Commingled Funds Analysis	\$250 Per Bond Year
Variable Rate Yield Period Optimization	\$500
Preparation of IRS Form 8038T (Payment)	No Charge
Request for Refund of Overpayment	No Charge
IRS Audit Assistance	Hourly Rates
New Bond Issues	
First-year Calculation	\$ 1,750
Fifth-year Calculation	2,000

Nonland-based Continuing Disclosure Services

Item	Fee
Annual Continuing Disclosure Report	\$ 1,000
Annual CDIAC Report Fee	300
Setup Fee	Waived *

* To provide assistance to the City during these difficult economic times, the setup fee has been waived.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses, not-to-exceed \$500 annually. Examples of reimbursable expenses include, but are not limited to:

- Postage,
- Travel expenses,
- Mileage (55.5¢ per mile),
- Maps,
- Electronic data furnished from the county and/or other applicable resources,
- Construction cost periodicals, and
- Copying (currently 6¢ per copy).

Any additional expense for reports or from outside services will be billed to the City, or other parties regarding services not listed in the Exhibit A will be at our then current hourly rates (see "Hourly Rates" section). In the event that a third party requests any documents, Willdan may, in accordance with Willdan's applicable rate schedule, charge such third party for providing said documents.

The fees for preparation of disclosure reports assumes that the City of Perris will provide, if requested and as necessary, information that may be reasonably accessible to the City in an electronic format (as appropriate). Other than those specified in the scope of services, Willdan reserves the right to charge fees directly to parties requesting copies of disclosure reports.

Hourly Rates

Additional authorized services will be billed at Willdan's then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate
Group Manager	\$ 210
Principal Engineer / Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55
Support Staff	50

Exhibit "B"
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CITY COUNCIL

AGENDA SUBMITTAL

Meeting Date: February 24, 2015

SUBJECT: **Annexation of Parcel into CFD 1-S (South Perris Public Services District) – Annexation No. 6 (7-Eleven)**
APNs: 310-082-031
Applicant: BELDU Partners

REQUESTED ACTION: **Adopt a Resolution of Intention to Annex Territory to CFD 1-S**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 6]

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

In 2006, the City Council formed Community Facilities District 1-S (South Perris Public Services) (the "Original District"), for the purpose of paying for additional public services and fire protection services within the area services by the Original District. On October 10, 2006, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. Subsequently, four other developments were annexed to the District and adopted the special taxes to be levied therein (the "Annexations" and, together with the Original District, the "District"). Other development and commercial projects in the City will be annexed to the District in the future.

The property owner of the parcel(s) listed on the map attached to the following Resolution has filed a petition requesting annexation to the District and waiving the notice and time periods for the election as permitted by the Mello-Roos Community Facilities Act of 1982.


This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for March 31, 2015 regarding the proposed annexation. An election will be held following the public hearing. At that time the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2014-15 is \$366.72 for Single-Family Residential Units, \$183.36 for Multi-Family Residential Units, and \$1,466.90 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2014-2015, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

BUDGET / FISCAL IMPACT:

The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax.

Prepared by: Daniel Louie, Willdan Financial Services

City Attorney:

Asst. City Manager: 

Consent: February 24, 2015

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 6]

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), on August 29, 2006, has adopted its resolution of intention (the "Resolution of Intention") stating its intention to form Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, within the territory described more fully on the map entitled "Boundary Map, County of Riverside, California, Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris," a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on October 10, 2006, the Council adopted Resolution No. 3783 ("Resolution 3783") which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on October 10, 2006, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the "Rate and Method of Apportionment") as set forth in Resolution No. 3783 and attached hereto and incorporated herein as Exhibit "A", showing the tax levels in fiscal year 2005-06 and certain changes to indicate commencement of the levy the special tax; and

WHEREAS, the Council has heretofore adopted an Ordinance (the "Ordinance") which provided for the levying and collection of special taxes (the "Special Taxes") within the District, as provided in the Act and the Ordinance in accordance with the Rate and Method of Apportionment; and

WHEREAS, a petition (the "Petition") requesting the institution of proceedings for annexation to the District signed by the landowner within the proposed territory to be annexed (the "Property") as more fully described in Exhibit "B", attached hereto and incorporated herein, has been received, filed with and accepted by the City Clerk of the City of Perris; and

WHEREAS, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and

WHEREAS, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 6 to Community Facilities District No. 1-S (South Perris Public Services)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing of (1) fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; (2) police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto (collectively, the "Services"); and (3) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (the "Incidental Expenses"). The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 3783 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

The final nature and location of the Services will be determined upon the preparation of final plans and specifications which may show substitutes in lieu of, or modifications to, the proposed Services. Any such substitution shall not be deemed a

change or modification of the Services so long as the substitution provides a service substantially similar to the Services.

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning, levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 31st day of March, 2015, at the hour of 6:00 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

Section 6. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such public hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such public hearing. If written protests against the proposed annexation are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the existing District, or by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the Property proposed to be annexed, or by owners of one-half (1/2) or more of the area of land included within the existing District, or by owners of one-half (1/2) or more of the area of land proposed to be annexed to the District, the proceedings shall be abandoned as to those matters receiving a majority protest.

Section 7. If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the

territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

Section 8. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying the cost incurred in annexing the Property to the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the Council, with or without interest.

Section 9. The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice ("Notice") of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 10. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 24th day of February 2015.

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 24th day of February 2015, 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**

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A Special Tax shall be levied on all Taxable Property within the boundaries of the City of Perris Community Facilities District No. 1-S (South Perris Public Services) (the "District") and collected each Fiscal Year commencing in Fiscal Year 2006/07 according to the tax liability determined by the Council, through the application of the rate and method of apportionment of the Special Tax set forth below. All Taxable Property shall be taxed to the extent and in the manner herein provided.

A. DEFINITIONS

Acreage means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. An Acre means 43,560 square feet of land.

Act means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the District as determined by the City.

Annual Cost(s) means for each Fiscal Year, the total of 1) the estimated cost of Services as determined by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous Fiscal Year.

Annual Tax Escalation Factor means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2% annually.

Assessor means the Assessor of the County of Riverside.

Resolution No. _____

Assessor's Parcel means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

Assessor's Parcel Map means an official map of the Assessor designating parcel(s) by Assessor's Parcel Number(s).

Assessor's Parcel Number means the number assigned to an Assessor's Parcel by the County for purposes of identification.

Base Year means Fiscal Year ending June 30, 2006.

CFD No. 1-S means the City of Perris Community Facilities District No. 1-S (South Perris Public Services).

CFD Administrator means an official of the City, or designee thereof, responsible for determining the Annual Costs and for levying and collecting the Special Taxes.

Council means the City Council of the City of Perris which acts for the District under the Act.

County means the County of Riverside, California.

Developed Property means for each Fiscal Year, commencing with Fiscal Year 2006/07, each Assessor's Parcel, for which a building permit for new construction was issued prior to May 1 of the previous Fiscal Year.

Exempt Property means an Assessor's Parcel that is not classified as Taxable Property. Exempt Property is not subject to the Special Tax.

Fiscal Year means the period starting on July 1 and ending the following June 30.

Land Use Class means any of the classes listed in Table 1 under Section C below.

Maximum Annual Special Tax means the greatest amount of Special Tax, determined in accordance with Section C below, which may be levied in any Fiscal Year on any Assessor's Parcel.

Multi-Family Unit means all Developed Property for which building permits have been issued for attached residential units.

Non-Residential Property means all Developed Property for which a building permit(s) was issued for a non-residential use.

Public Property means any property within the boundaries of the District, the ownership of which is transferred to a public agency of the District, and is used for

Resolution No. _____

rights-of-way or any other purpose and is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency where the public agency has officially agreed to accept the offer of dedication; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

Residential Property means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

Services means services, including 1) police protection services, 2) fire protection services and 3) park maintenance services that are in addition to those services that were provided within the boundaries of CFD 1-S at the time of formation of CFD 1-S.

Single-Family Unit means all Developed Property for which a building permit has been issued for single family detached residential development. Single Family Unit also includes mobile homes within a mobile home park or on other property.

Special Tax means any tax levied within the District pursuant to the Act and this rate and method of apportionment of Special Tax.

State means the State of California.

Taxable Property means all of the Assessor's Parcels within the boundaries of CFD 1-S that are classified as Residential Property or Non-Residential Property.

B. LAND USE CLASSIFICATION

Each Fiscal Year, each Assessor's Parcel within the boundaries of the District shall be classified as Taxable Property, Public Property or Exempt Property. Each Assessor's Parcel of Taxable Property shall be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall be further classified as either a Single-Family Unit or the number of Multi-Family Units located on such Assessor's Parcel.

Resolution No. _____

C. MAXIMUM SPECIAL TAX RATES

Table 1
Base Year
Maximum Special Tax Rates

Land Use Class	Description	Maximum Special Tax	Special Tax Levy Basis
1	Residential Property Single-Family Unit	\$313.00	per Unit
2	Residential Property Multi-Family Unit	\$156.50	per Unit
3	Non-Residential Property	\$1,252.00	per Acre

1. ESCALATION OF MAXIMUM SPECIAL TAX

Each Fiscal Year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this rate and method of apportionment.

2. MULTIPLE LAND USE CLASSES

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each Land Use Class as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

Resolution No. _____

D. METHOD OF APPORTIONMENT

For each Fiscal Year the Council shall determine the Annual Costs and levy the Special Tax, until the amount of Special Taxes equals the Annual Costs. The Special Tax shall be levied each Fiscal Year as follows:

First: Calculate the available Special Tax revenues by taxing each Assessor's Parcel of Taxable Property at 100% of its Maximum Special Tax. If revenues are greater than the Annual Costs, then reduce the Special Tax proportionately against all Assessor's Parcels until the tax levy is set at an amount sufficient to cover the Annual Costs.

Second: Levy on each Assessor's Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Property.

The City shall make every effort to correctly assign the number of taxable units and calculate the Special Tax for each Assessor's Parcel. It shall be the burden of the landowner to correct any errors in the determination of the Assessor's Parcels subject to the tax and their Special Tax assignments.

E. COLLECTION OF SPECIAL TAXES

Collection of the Special Tax shall be by the County in the same manner as *ad valorem* property taxes and the Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as *ad valorem* taxes; provided, however, that the Council may provide other means of collecting the Special Tax if necessary to meet its financial obligations, including direct billings to the property owners.

F. ADMINISTRATIVE CHANGES AND APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error not later than twelve months after first having paid the first installment of the Special Tax that is disputed. If following such consultation, the CFD Administrator determines that an error has occurred, the CFD Administrator may

Resolution No. _____

amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any by the CFD Administrator, the landowner believes such error still exists, such person may file a written notice with the City Manager or designee of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of such notice, the City Manager or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. The City Manager or designee thereof shall interpret this Rate and Method of Apportionment and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Manager or designee shall be final and binding as to all persons.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the District.

G. TERM OF SPECIAL TAX

The Special Tax shall be levied annually in perpetuity, unless terminated earlier by the Council.

Resolution No. _____

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES)
OF THE CITY OF PERRIS, ANNEXATION NO. 6**

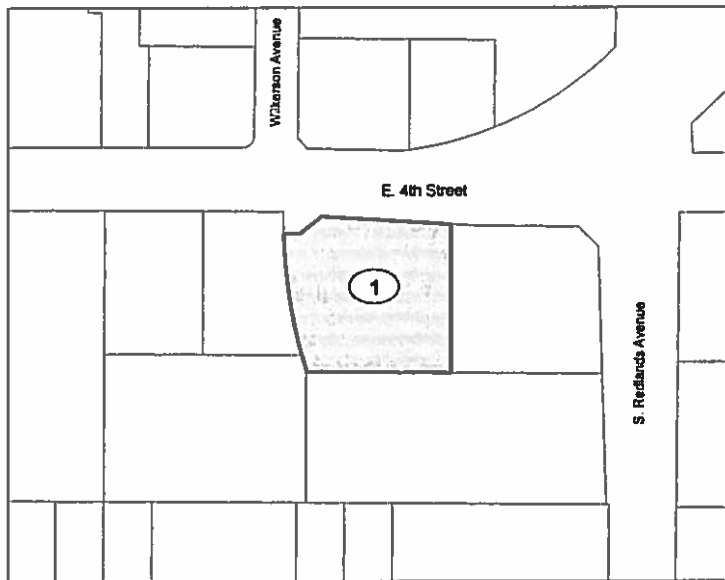
BOUNDARY MAP

[See Attached]

**ANNEXATION MAP NO. 6 TO
COMMUNITY FACILITIES DISTRICT NO. 1-S
(SOUTH PERRIS PUBLIC SERVICES)**
CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



VICINITY MAP



Legend

-  Annexation Boundary
-  Map Reference Number



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____ 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 6 TO COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PERRIS

FILED THIS _____ DAY OF _____ 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDAMA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON SEPTEMBER 12, 2008, IN BOOK 67 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 88 AS INSTRUMENT NO. 2008-0874632.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

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

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	310-082-031



CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 24, 2015

SUBJECT: **Street Vacation 13-09-0009** - to summarily vacate a portion of 5th Street, between "C" Street and the A.T. S.F. railroad right-of-way, to facilitate access to the future Downtown Perris Metrolink Station. Applicant: Riverside County Transportation Commission.

REQUESTED ACTION: **ADOPT a Resolution (next in order) approving** the summary vacation of a 175-foot portion of 5th Street, between A.T. S.F. railroad right-of-way 175' feet west to "C" Street to facilitate the Downtown Metrolink Station parking lot.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

RCTC (Riverside County Transportation Commission) is requesting a Summary Vacation to vacate a portion of 5th Street, located between "C" Street and the A.T. S.F. railroad right-of-way, to facilitate access to the future Downtown Perris Metrolink Station. The portion of 5th Street to be vacated is unimproved and has never been used as a public road. As well, there are no plans to ever improve this portion of 5th Street as a right-of-way. Once vacated, this portion of 5th Street will provide pedestrian and vehicular access to the Downtown Metrolink Station platform and parking lot.

The proposed summary vacation complies with all required findings as follows: 1) The property is excess right-of-way and is not required for street purposes; 2) access to adjoining properties will not be affected; and 3) this portion of the 5th Street has been impassable as a public road and no public funds have been expended on its maintenance for the last five years.


A letter was submitted by Socal Gas Co (dated Oct 31, 2013), requesting that an easement be reserved pursuant to California State and Highway Code Section 8340 (c) to ensure continued operation of the pipeline after the street vacation is recorded. The letter also stated the City's obligation to either: 1) "reserve, and except from the vacation any easement and right necessary to maintain, operate, replace, remove, or renew the public utility," or 2) The legislative body (City Council) determines a "public convenience and necessity."

In accordance with California Streets and Highways Code Section 8340 (c), while there is an in-place *Southern California Gas Company* (SCG) public utility facility that is in use, the public convenience and necessity requires protecting the public interest in passenger rail operations and safety, and thus the City is not required to reserve an easement in favor of Socal Gas Co. However, Socal Gas Co rights to maintain and service the existing public utility facility will be adequately protected pursuant to an existing license agreement with *Riverside County Transportation Commission* (RCTC).

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

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

PREPARED BY: Nathan Perez, Associate Planner 

City Attorney: N/A
Assistant City Manager: Ron Carr 

Consent: February 24, 2015

Attachments:

- City Council Resolution (next in order) and Conditions of Approval**
- Exhibit A – Legal Description**
- Exhibit B – Vacation Exhibit**
- Exhibit C – Aerial**
- Exhibit D – APN Map**
- Exhibit E – Recorded Licensing agreement between RCTC and Socal Gas (Aug 15, 1979)**

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO SUMMARILY VACATE A PORTION OF 5TH STREET, BETWEEN C STREET AND THE A.T. S.F. RAILROAD RIGHT-OF-WAY, TO FACILITATE ACCESS TO THE FUTURE DOWNTOWN PERRIS METROLINK STATION WITHIN THE DOWNTOWN SPECIFIC PLAN AREA, SUBJECT TO THE FINDINGS NOTED HEREIN.

WHEREAS, on September 17, 2013 the applicant submitted and initiated a Summary Vacation (*Street Vacation 13-09-0009*) to summarily vacate a portion of 5th Street, between C Street and the A.T. S.F. railroad right-of-way, to facilitate access to the future Downtown Perris Metrolink Station herein referred to as Exhibits "A" and "B" (see attached Exhibits "A – Legal Description" and "B – Road Vacation"); and

WHEREAS, the City Council has determined that the portion of 5th Street to be vacated is unimproved. In addition, there are no plans to ever improve this portion of 5th Street as a right-of-way as it has already been envisioned to be designated for Public Facilities in the Downtown Specific Plan for train station development purposes; and

WHEREAS, the City Council has determined, in accordance with California Streets and Highways Code Section 8340 (c), that while there is an in-place *Southern California Gas Company* (SCG) public utility facility that is in use, the public convenience and necessity require protecting the public interest in passenger rail operations and safety, and thus the City is not required to reserve an easement in favor of SCG. Further, SCG's rights will be adequately protected pursuant to an existing license agreement with *Riverside County Transportation Commission* (RCTC); and

WHEREAS, the City Council has determined that the Summary Vacation is in accordance with California Streets and Highway Code Section 8330 in that the following findings of fact can be made: 1) The property is excess right-of-way and is not required for street purposes; 2) access to adjoining properties will not be affected; and 3) this portion of the 5th Street has been impassable as a public road and no public funds have been expended on its maintenance for the last five years; and

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

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

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

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

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

Section 1. The above recitals are all true and correct and are incorporated herein by reference as if set forth in full.

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

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

1. The Summary Vacation will not affect health, safety, and welfare.
2. The proposed Summary Vacation is in compliance with the Subdivision Map Act.
3. The proposed Summary Vacation is exempt from CEQA under Section 15061 (b) (3).
4. The Summary Vacation is in compliance with the applicable zoning ordinances.
5. The proposed Summary Vacation is consistent with the existing land uses, and zoning designations in the area.
6. The proposed Summary Vacation has been found to be consistent with city standards, ordinances, and policies.
7. The proposed Summary Vacation is consistent with the Downtown Specific Plan.
8. The Summary Vacation plan is safe, functional, and environmentally sensitive to surrounding properties.
9. The Summary Vacation is in accordance with California Streets and Highway Code Section 8330 in that the following finding of facts can be

made a) the property is excess right-of-way and is not required for street purposes; b) access to adjoining properties will not be affected; and c) this portion of 5th Street has been impassable as a public road and no public funds have been expended on its maintenance for the last five years.

- 10. This Summary Vacation is in compliance with California Streets and Highways Code Section 8340 (c), as the City need not reserve a public utility easement for in-use public utilities because the City Council has made findings that the public convenience and necessity require protecting passenger rail operations and safety, and the existing in-use public facilities will be otherwise protected pursuant to an existing license agreement.

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

Section 5. All actions heretofore taken by the officers of the City with respect to such street vacations are hereby approved, confirmed and ratified, and the Mayor and City staff are hereby authorized and directed to take any and all actions which they or the City Attorney may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution (including, without limitation, confirmation of satisfaction of any of the conditions to the effectiveness of the street vacation).

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

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

ADOPTED, SIGNED and APPROVED this 24th day of February 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, duly elected CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 24th day of February 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Nancy Salazar, City Clerk

Attachments: Planning Division Conditions of Approval dated February 24, 2015

CITY COUNCIL

CONDITIONS OF APPROVAL

Street Vacation Number 13-09-0009

February 24, 2015

PROJECT: Street Vacation 13-09-0009 - to summarily vacate a portion of 5th Street, between "C" Street and the A.T. S.F. railroad right-of-way, to facilitate access to the future Downtown Perris Metrolink Station. Applicant: Riverside County Transportation Commission.

General Requirements

1. This Street Vacation shall conform to approved Planning and Engineering Conditions of Approval for Development Plan Review #05-0425 and Major Modification 11-12-0002. All conditions placed upon this case must be fulfilled prior to the recording of the summary vacation resolution by the City Clerk. The case is not finalized until the City Clerk records the Vacation Resolution.
2. If the disposition of land is other than by operation of law the applicant shall have quitclaim deeds exchanging the property prepared to the satisfaction of Planning, City Attorney, and the City Engineer Department. All necessary parcel descriptions and plats shall be prepared, signed, and sealed by a licensed Land Surveyor or Civil Engineer authorized to practice Land Surveying in the State of California.
3. The Perris City Council authorizes the City Manager to execute quitclaims documents on behalf of the City of Perris to extinguish the desired public right within the vacated easement that does revert by operation of law.
4. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning **Street Vacation 13-09-0009**. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
5. This Street Vacation shall retain *Southern California Gas Company* rights to maintain and service the existing public utility facility along this portion of 5th street, and will be adequately protected pursuant to an existing license agreement with *Riverside County Transportation Commission* (RCTC).

EXHIBIT "A"

LEGAL DESCRIPTION AREA TO BE VACATED IN THE CITY OF PERRIS

5TH STREET AREA

BEING A PORTION OF THAT LAND SHOWN ON THE MAP OF THE TOWN OF PERRIS ON THE NORTHEAST 1/4, SECTION 31, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PER THE MAP FILED IN BOOK 5 PAGE 270 RECORDS OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, PER THE MAP OF NANCES ADDITION TO PERRIS AND FILED IN BOOK 15 PAGE 708 RECORDS OF SAN DIEGO COUNTY; THENCE ALONG A LINE THAT IS 90 DEGREES PERPENDICULAR TO THE WEST LINE OF SAID LOT 1 AS SHOWN ON SAID MAP, NORTH 85°24'00" WEST, 124.99 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (AS PER THE DOCUMENT RECORDED JUNE 8, 2009, INSTRUMENT NO. 2009-0287854) AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 85°24'00" WEST, 174.98 FEET TO THE EAST LINE OF "C" STREET AS SHOWN ON SAID MAP; THENCE ALONG SAID EAST LINE, NORTH 04°36'00" EAST, 50.00 FEET; THENCE SOUTH 85°24'00" EAST, 174.98 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (AS PER THE DOCUMENT RECORDED JUNE 8, 2009, INSTRUMENT NO. 2009-0287854); THENCE SOUTH 04°36'00" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

RESERVING THEREFROM THE RIGHTS OF EXISTING UTILITIES WITHIN THAT PORTION DESCRIBED ABOVE OF 5TH STREET AS IT PRESENTLY EXISTS.

CONTAINING 8,749 SQ. FT. MORE OR LESS.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:



A handwritten signature in cursive script, appearing to read "Barбора Konecna", written over a horizontal line.

BARBORA KONECNA
PLS 8498
EXP. 12-31-2014

SHEET 1 OF 2

CAL VADA

SURVEYING, INC.

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782

PHONE: 951-280-9960

FAX: 951-280-9746

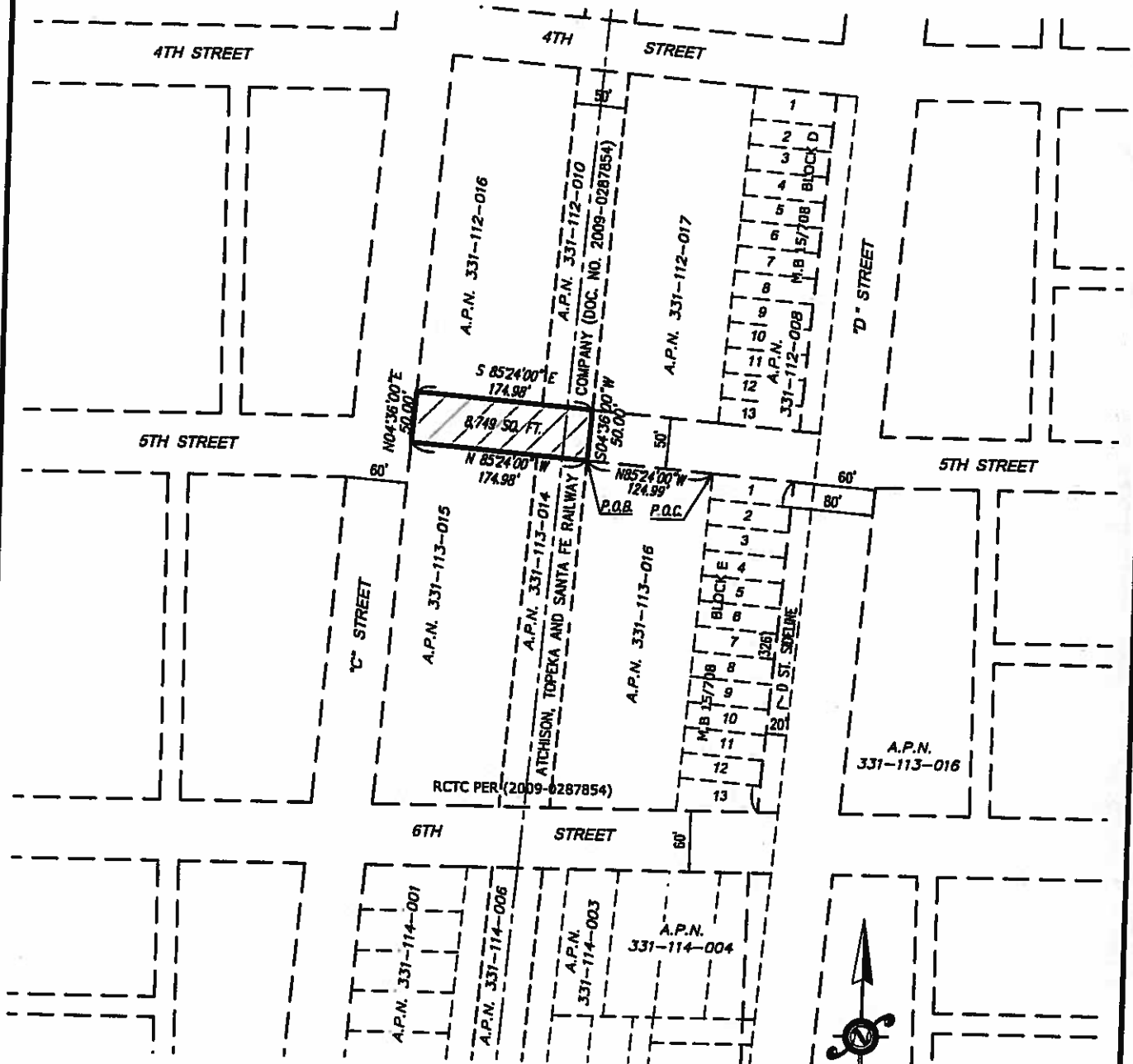
Job No. 13688

Drawn By: MN

Date: 10/25/13

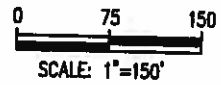
www.calvada.com

EXHIBIT "B"



Legend

- STREET RIGHT OF WAY
- PROPOSED STREET VACATION RIGHT OF WAY LINE
- PROPOSED STREET VACATION
PARCEL AREA=8,749 SQ. FT.
- () RECORD DATA



SHEET 2 OF 2

CALVADA

SURVEYING, INC.

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782

PHONE: 951-280-9980

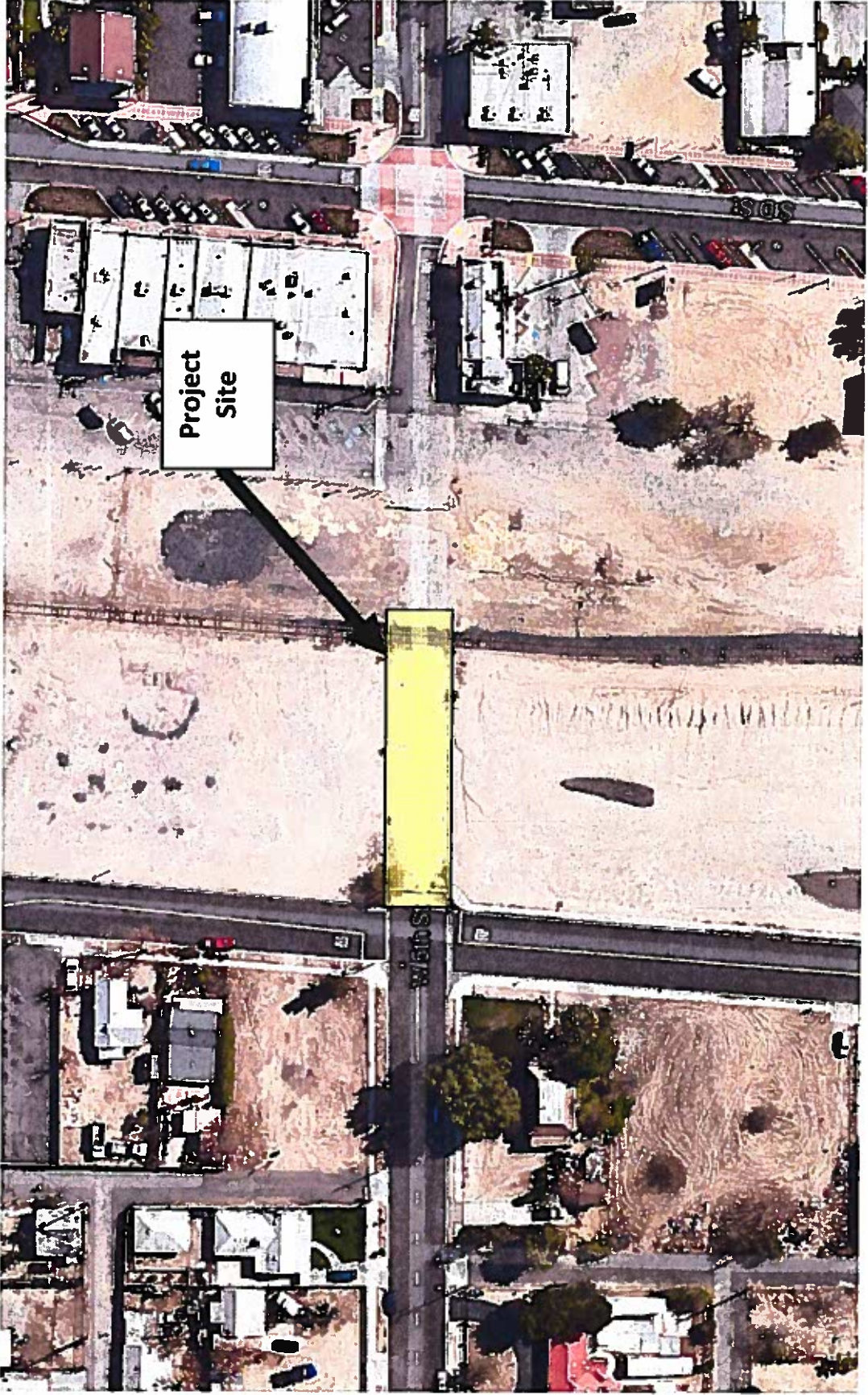
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Job No. 13688

Drawn By: MN

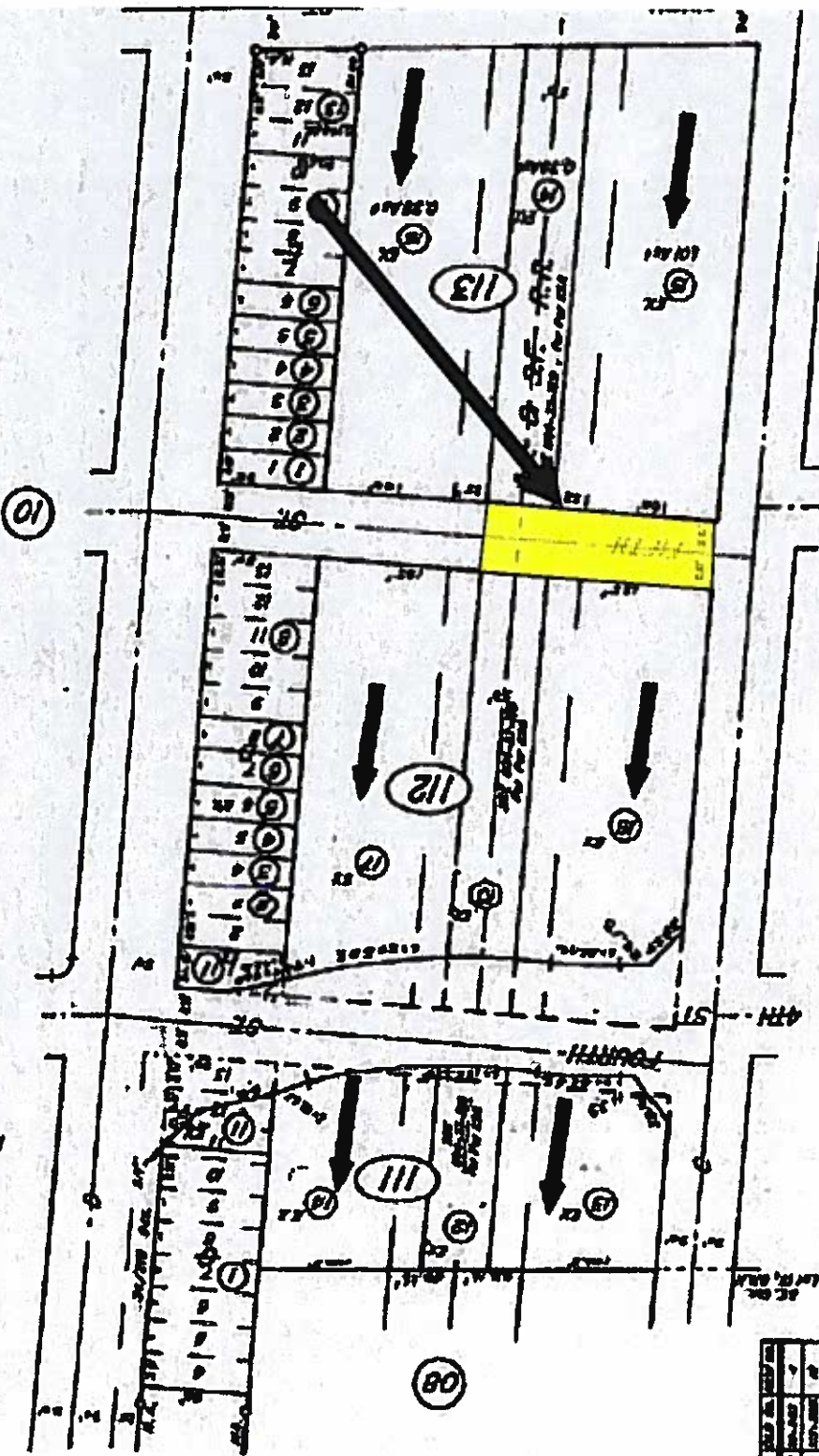
Date: 10/25/13

www.calvada.com



AERIAL

EXHIBIT C



APN	Area	Acres	Owner
111-1-1	111-1-1	1.00	...
111-1-2	111-1-2	1.00	...
111-1-3	111-1-3	1.00	...
111-1-4	111-1-4	1.00	...
111-1-5	111-1-5	1.00	...
111-1-6	111-1-6	1.00	...
111-1-7	111-1-7	1.00	...
111-1-8	111-1-8	1.00	...
111-1-9	111-1-9	1.00	...
111-1-10	111-1-10	1.00	...
111-1-11	111-1-11	1.00	...
111-1-12	111-1-12	1.00	...
111-1-13	111-1-13	1.00	...
111-1-14	111-1-14	1.00	...
111-1-15	111-1-15	1.00	...
111-1-16	111-1-16	1.00	...
111-1-17	111-1-17	1.00	...
111-1-18	111-1-18	1.00	...
111-1-19	111-1-19	1.00	...
111-1-20	111-1-20	1.00	...
111-1-21	111-1-21	1.00	...
111-1-22	111-1-22	1.00	...
111-1-23	111-1-23	1.00	...
111-1-24	111-1-24	1.00	...
111-1-25	111-1-25	1.00	...
111-1-26	111-1-26	1.00	...
111-1-27	111-1-27	1.00	...
111-1-28	111-1-28	1.00	...
111-1-29	111-1-29	1.00	...
111-1-30	111-1-30	1.00	...
111-1-31	111-1-31	1.00	...
111-1-32	111-1-32	1.00	...
111-1-33	111-1-33	1.00	...
111-1-34	111-1-34	1.00	...
111-1-35	111-1-35	1.00	...
111-1-36	111-1-36	1.00	...
111-1-37	111-1-37	1.00	...
111-1-38	111-1-38	1.00	...
111-1-39	111-1-39	1.00	...
111-1-40	111-1-40	1.00	...
111-1-41	111-1-41	1.00	...
111-1-42	111-1-42	1.00	...
111-1-43	111-1-43	1.00	...
111-1-44	111-1-44	1.00	...
111-1-45	111-1-45	1.00	...
111-1-46	111-1-46	1.00	...
111-1-47	111-1-47	1.00	...
111-1-48	111-1-48	1.00	...
111-1-49	111-1-49	1.00	...
111-1-50	111-1-50	1.00	...

M.B. 5/270 S.D. Town of Perris
M.B. 15/701 S.D. J.A. Peron's Subdivision

EXHIBIT D

APN MAP

4300330

31-02

The Atchison, Topeka and Santa Fe Ry. Co.
SECRETARYS OFFICE

SOUTHERN CALIFORNIA GAS CO

AND

Dated AUG 15, 1979

In Effect _____ 19

Expires _____ 19
on _____ notice

BRIEF
NATURAL GAS LINE XG MF 18-2190.0 A7,
PERMITS, CALIF.
(CARCELS NO. CL 30726)

5TH ST.

Exhibit
E

DISTRIBUTION

31-02

The Atchison, Topeka and Santa
SECRETARYS OFFICE

SOUTHERN CALIFORNIA GAS CO

AND

Dated AUG 15, 1979

In Effect

Expires _____ on _____

BRIEF
NATURAL GAS LINE XG MP 18
PERGIS
(CANCELS NO. CL 30726)

Date: 8/15/79

Copy to:

- Vice Pres.-Acctg _____
- Vice Pres. & Gen. Auditor _____
- Dir. Diab. Acctg. _____
- Auditor of Disbursements _____
- President _____
- Vice President _____
- Gen'l Mgr. C _____
- Asst. Gen Mgr. Engineering _____
- Reg. Com. Property Tax _____
- Reg. Tax Com. Notes _____
- Gen. Mgr.-Sales & Serr. _____
- Gen. Mgr.-Frt. Trl. _____
- Mgr.-Sales & Serr. _____
- Manager Traffic _____
- Mgr. Industrial Dev. _____
- Dist. Sales Mgr. _____
- Dir. of Purch. & Mat. _____
- Chief Mech. Officer _____
- Supt. of Communications _____
- Gen. Mgr.-Adv. _____
- Reg. Mgr.-Adv. _____
- Mgr.-Val Acctg. _____
- Mech. Val. Engineer _____
- Signal Engineer _____
- Mgr.-Car Acctg. _____
- Supt. of Car Services _____
- Gen. Supt. of Transp. _____
- Mgr.-Motor Vehicles _____
- Supvr. Auto Eqp't. _____
- Gen. Mgr. TOFC _____

D C B A

Contract No. 158330

Santa Fe Original

BH-70428

Return to
Secretary, The A. T. & S. F. Ry. Co. T. O. P. A.

Form 1400 Standard
(Approved by General Engineer)

PIPE LINE LICENSE

THIS LICENSE, Made this 15th day of August, 1929,
between THE MICHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
a Delaware corporation (hereinafter called "Licensor"), party of the first part, and
SOUTHERN CALIFORNIA GAS COMPANY, a California corporation

(hereinafter, whether one or more, called "licensee"), party of the second part.

WITNESSETH, That the parties hereto for the considerations hereinafter expressed covenant and agree as follows:

1. Subject to the terms and conditions hereinafter set forth, Licensor licensees Licensee to construct and maintain one

(1) pipe line, three

3 inches in diameter (hereinafter, whether one or more pipe lines, called the "PIPE LINE"), across or along the right of way of Licensor at or near the station of Porris, Riverside County, California

the exact location of the PIPE LINE being more particularly shown by ~~and~~ relying upon the print hereto attached, No. 607-38233, dated August 6, 1929

, marked "Exhibit A" and made a part hereof.

2. Licensee shall use the PIPE LINE solely for carrying natural gas

and shall not use it to carry any other commodity or for any other purpose whatsoever.

3. Licensee shall pay Licensor as compensation for this license the sum of One Hundred Fifty and No/100 Dollars (\$150.00)

4. Licensee shall, at its own cost and subject to the supervision and control of Licensor's chief engineer, locate, construct and maintain the PIPE LINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the present or future tracks, roadbed and property of Licensor, or the safe operation of its railroad. In cases where the Licensee is permitted under paragraph 2 hereof to use the PIPE LINE for oil, gas, petroleum products, or other flammable or highly volatile substances under pressure, the PIPE LINE shall be constructed, installed and thereafter maintained in conformity with the plans and specifications shown on print hereto attached in such cases, marked Exhibit B and made a part hereof. If at any time Licensee shall, in the judgment of Licensor, fail to perform properly its obligations under this paragraph, Licensor may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event Licensee agrees to pay, within fifteen (15) days after bill shall have been rendered therefor, the cost so incurred by Licensor, but failure on the part of Licensor to perform the obligations of Licensee shall not release Licensee from liability hereunder for loss or damage occasioned thereby.

5. Licensee shall reimburse Licensor for any expense incurred by Licensor for false work to support Licensor's tracks and for flagman to protect its traffic during installation of the PIPE LINE and for any and all other expense incurred by Licensor on account of the PIPE LINE.

6. Licensee shall at all times indemnify and save harmless Licensor against and pay in full all loss, damage or expense that Licensor may sustain, incur or become liable for, resulting in any manner from the construction, maintenance, use, state or repair, or presence of the PIPE LINE, including any such loss, damage or expense arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, or (d) taxes or assessments of any kind.

7. If at any time Licensee shall fail or refuse to comply with or carry out any of the covenants herein contained Licensor may at its election forthwith revoke this license.

8. THIS LICENSE is given by Licensor and accepted by Licensee upon the express condition that the same may be terminated at any time by either party upon ten (10) days' notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this license in this or any other manner herein provided, Licensee, upon demand of Licensor, shall abandon the use of the PIPE LINE and remove the same and restore the right of way and tracks of Licensor to the same condition in which they were prior to the placing of the PIPE LINE thereunder. In case Licensee shall fail to restore Licensor's premises as aforesaid within ten (10) days after the effective date of termination, Licensor may proceed with such work at the expense of Licensee. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the PIPE LINE is removed and the right of way and track of Licensor restored as above provided.

9. In the case of the eviction of Licensee by anyone owning or obtaining title to the premises on which the PIPE LINE is located, or the sale or abandonment by Licensor of said premises, Licensor shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to Licensor hereunder, except the proportionate part of any recurring rental charge which may have been paid hereunder in advance.

10. Any notice hereunder to be given by Licensor to Licensee shall be deemed to be properly served if it be deposited in the United States Mail, postage prepaid, addressed to Licensee at _____
P. O. Box 3249, Terminal Annex, Los Angeles, CA 90051
Any notice to be given hereunder by Licensee to Licensor shall be deemed to be properly served if the same be deposited in the United States Mail, postage prepaid, addressed to Licensor's _____
General Manager at 5200 E. Sheila St.
Los Angeles, CA 90040

11. In the event that two or more parties execute this instrument as Licensee, all the covenants and agreements of Licensee in this license shall be the joint and several covenants and agreements of such parties.

12. All the covenants and provisions of this instrument shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by Licensee, its successors, legal representatives or assigns, or any subsequent assigns, shall be binding upon Licensor without the written consent of Licensor in each instance.

Attached hereto and made a part hereof is Rider "A" identified by the signature of J. H. Schwartz.

IN WITNESS WHEREOF, The parties have executed this agreement in duplicate the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (Licensor)

Approved as to Description:

W. W. Oliver
Chief Engineer.

By M. W. Lloyd
Its Supervisor of Concrete

APPROVED AS TO FORM

Clinton Bullington
Attorney

SOUTHERN CALIFORNIA GAS COMPANY

By R. L. Ruzick
Its Manager of Engineering Services

Approved 30 Its Manager of Engineering Services

(Licensee)

In diameter and at least 1/2 inch greater for pipe 12 inches in diameter and over.

Covering pipe under railway tracks and across railway rights-of-way shall extend to the greater of the following distances, measured at right angles to center line of track:

- a. 2 feet beyond toe of slope.
- b. 3 feet beyond ditch line.
- c. A minimum distance of 25 feet each side from center line of outside track when casing is sealed at both ends.
- d. A minimum distance of 15 feet each side from center line of outside track when casing is open at both ends.

If additional tracks are constructed in the future, the casing shall be extended correspondingly.

5. Construction

Casing pipe shall be so constructed as to prevent leakage of any substance from the casing throughout its length, except at ends of casing where ends are left open, or through vent pipe open ends of casing are sealed. Casing shall be so installed as to prevent the formation of a waterway under the railway, and with an open leading throughout its length, and shall slope to the end (except for longitudinal company).

Installations by open-trench methods shall comply with Installation of Pipe Culverts, 2nd Edition, Chapter 1, Part 1.

Bored or jacked installations shall have a bored hole diameter essentially the same as the outside diameter of the pipe plus the thickness of the protective casing. If water should develop, or if the bored hole diameter is greater than the outside diameter of the pipe (including casing) by more than approximately 1 inch, remedial measures as approved by the chief engineer of the railway company shall be taken. Boring operations shall not be stopped if such stoppage would be detrimental to the railway.

Remedial operations shall be conducted as approved by the chief engineer of the railway company. If voids are caused by the tunneling operations, they shall be filled by concrete grouting or by other approved methods which will provide proper support.

Where casing and/or carrier pipe is so technically protected, the chief engineer of the railway company shall be notified and suitable tests made to insure that other railway structures and facilities are adequately protected from the excessive current in accordance with the recommendations of Reports of Corrosion Committee on Cathodic Protection, published in July, 1921, by the National Association of Corrosion Engineers.

6. Inspection and Testing

1911 Code B 11.0 and B 11.1, current at time of constructing the pipeline, shall govern the inspection and testing of the facility within the railway rights-of-way except that the proof testing of length of carrier pipe shall be in accordance with requirements of OAS Code B 11.0 for Location Classes 2, 3 or 4, or OAS Code B 11.6, as applicable.

7. Seals

Where ends of casing are below ground, they shall be suitably sealed to outside of carrier pipe.

Where ends of casing are at, or above ground surface, and where right-of-way levels, they may be left open, provided drainage is afforded in such manner that leakage will be conducted away from railway tracks or structures. Where proper drainage is not provided, the ends of casing shall be sealed.

8. Tests

Carrier pipe, when sealed, shall be properly vented. Vent pipes shall be of sufficient diameter, but in no case less than 2 inches in diameter, shall be attached near each end of casing and project through ground surface at right-of-way lines, or not less than 15 feet (measured at right angles) from center line of nearest track.

Vent pipes shall extend not less than 4 feet above ground surface. Top of vent pipes shall be fitted with down-turned elbow properly screened, or a relief valve. Tests in locations subject to high water shall be conducted above the maximum elevation of high water, and shall be supported in a manner that meets the approval of the chief engineer of the railway company.

Vent pipes shall be at least 4 feet (vertically) from aerial electric wires.

9. Depth of Installation

Covering pipe under railway tracks and across railway rights-of-way shall be not less than 1-1/2 feet from base of railway rail to top of casing at the closest point, except that under secondary or industry tracks this distance may be 1-1/2 feet. On other portions of rights-of-way where casing is not directly beneath any track, the depth from ground surface or from bottom of ditch to top of casing shall not be less than 3 feet.

Carrier pipe installed under secondary or industry tracks without benefit of casing shall be not less than 1-1/2 feet from base of railway rail to top of pipe at its closest point, nor less than 3 feet from ground surface or from bottom of ditch.

For pipe laid longitudinally on railway rights-of-way, the minimum distance from the surface of the ground to the top of pipe shall comply with the following tabulation:

Distance from center line of nearest track to pipe line	Minimum distance from ground surface to the top of pipe
30 feet or less	5 feet, 0 inches
More than 30 feet and 40 feet or less	4 feet, 0 inches
More than 40 feet and 50 feet or less	3 feet, 0 inches
More than 50 feet	2 feet, 0 inches

10. Shut-Off Valves

Reasonable emergency shut-off valves shall be installed within effective distance each side of the railway as mutually agreed to by the chief engineer of the railway company and the pipeline company. Where pipelines are provided with automatic control stations at locations, and within distance approved by the chief engineer of the railway company, an additional valve shall be required.

11. Approval of Plans

Plans for proposed installation shall be submitted to, and must be approved of, the chief engineer of the railway company before construction is begun. Plans shall be drawn to scale showing the relation of the proposed pipeline to railway tracks, angle of crossing, location of valves, railway survey station, right-of-way lines and general layout of tracks, and railway facilities. Plans should also show a cross section (or sections) from field upon setting or tunneling is necessary, details of shooting and setting of supporting tracks or driving tunnel shall be shown.

The execution of the work on railway rights-of-way, including the supporting of tracks, shall be subject to the inspection and direction of the chief engineer of the railway company.

In addition to the above, plans should contain the following data:

	Carrier Pipe	Casing Pipe
Contents to be handled .....	.....	.....
Outside diameter .....	.....	.....
Pipe material .....	.....	.....
Specifications and grade .....	.....	.....
Wall thickness .....	.....	.....
Actual working pressure .....	.....	.....
Type of joint .....	.....	.....
Longitudinal joint factor .....	.....	.....
Jointing .....	.....	.....
Method of installation .....	.....	.....
Valve: Number .....	.....	1st. above ground
Seals: Both ends	See end	.....
Bury: Base of rail to top of casing .....	.....feet	..... inches
Bury: (Not beneath tracks) .....	.....feet	..... inches
Bury: (Under ditches) .....	.....feet	..... inches
Corrosion protection .....	.....	.....
Type, size and spacing of tangles or supports .....	.....	.....

This Exhibit supersedes Exhibit No. C.S.B. 5121 dated April 1918 and C.S.B. 5315 dated July 1922.

The A.P.A. S.P. No. Co. C.S.B. No. 5515

Chicago, January 1926

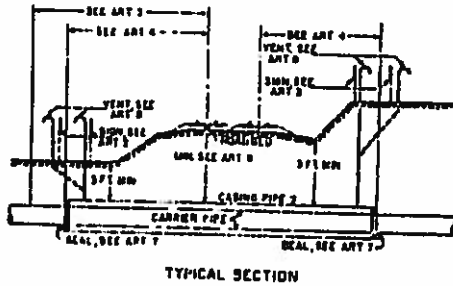
APPROVED

F.D. Sullivan Vice President

APPROVED

J.H. Beader Chief Engineer System

THE U. S. R. R. SYSTEM
 SPECIFICATIONS TO ACCOMPANY TENDERS
 FOR
 PIPELINES FOR COVERED TRACKS
 FOR
 FREIGHTS FOR COVERED TRACKS



TYPICAL SECTION

1. Scope

Pipelines included under these specifications are those installed to carry oil, gas, petroleum products, or other flammable or highly volatile substances under pressure.

2. General Requirements

a. Pipelines under railway tracks and across railway rights-of-way shall be covered in a larger pipe or conduit called the coating pipe as indicated in the above section.

Coating pipe may be omitted in the following locations:

- (1) Under secondary or industry tracks as approved by the chief engineer of the railway company.
- (2) On pipelines in streets where the stress in the pipe from internal pressure and external loads does not exceed 80 percent of the specified minimum yield strength (multiplied by longitudinal joint factor) of the steel pipe material.
- (3) On low pressure pipe lines where the internal pressure does not exceed 5 psi and the nominal diameter of the pipe does not exceed 2 inches, either underground track structure or longitudinal conveyer of railway rights-of-way steel pipe conforming to the requirements of ASME B31.1-1959, Schedule 40 standard strength may be used.

Pipelines shall be installed under tracks by boring or jacking, if practicable.

Pipelines shall be located, where practicable, so cross tracks at approximately right angles thereto, but preferably at not less than 45 degrees, and shall not be placed within a culvert, under railway bridges, or closer than 45 feet to any portion of any railway bridge, building or other important structure, except in special cases, and then by special design as approved by the chief engineer of the railway company.

Pipelines carrying liquefied petroleum gas shall, where practicable, cross any railway where tracks are covered as an underpass.

b. Pipelines laid longitudinally on railway rights-of-way shall be located so far as practicable from any tracks or other important structures. If located within 15 feet of the center line of any track or closer than 45 feet to nearest point of any bridge, building, or other important structure, the carrier pipe shall be encased, or of special design as approved by the chief engineer of the railway company.

c. Any replacement of a carrier pipe shall be considered a new installation, subject to the requirements of these specifications.

d. Where time or order of quality authority prescribes a higher degree of protection than specified herein, then the higher degree of protection so prescribed shall be deemed a part of these specifications.

e. Pipelines and coating pipe shall be suitably insulated from underground conduits carrying electric wires on railway rights-of-way.

f. All pipelines, except those in streets, shall be prominently marked on the right-of-way (on both sides of track for undercrossings) by signs substantially as follows:

High pressure.....inches.....feet under

3. Carrier Pipe

Pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas, and other flammable products shall conform to the requirements of the current ASME B31.1-1959 Code for Pressure Piping - Liquid Petroleum Transportation and Distribution Piping Systems, ASME B31.2-1957 Code for Pressure Piping - Gas Transportation and Distribution Piping Systems, and other applicable ASME codes, except that the minimum allowable stresses for design of steel pipe shall not exceed the following percentages of the specified minimum yield strength (multiplied by longitudinal joint factor) of the pipe as defined in the ASME Codes:

a. Steel pipe within a coating pipe, railway tracks and across railway rights-of-way (the following percentages do not apply to low stress):

- (1) Seventy-two percent for installations on all pipelines.
- (2) Fifty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.
- (3) Sixty percent for installations on gas pipelines.

b. Steel pipe without a coating pipe under secondary or industry tracks (the following percentages apply to the sum of the hoop stress due to the maximum anticipated internal pressure and the circumferential ring stress due to external loads):

- (1) Sixty percent for installations on all pipelines.
- (2) Forty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.
- (3) Fifty percent for installations on gas pipelines.

c. Steel pipe laid longitudinally on railway rights-of-way (the following percentages apply to hoop stress):

- (1) Sixty percent for installations on all pipelines.
- (2) Forty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.
- (3) Forty percent for installations on gas pipelines.

Notes: If the maximum allowable stress in the carrier pipe on either side of the crossing is less than specified above, the carrier pipe at the crossing shall be designed at the same stress as the adjacent carrier pipe.

Reinforcing for carrier line pipe under railway tracks shall apply for a minimum distance of 50 feet measured at right angles from center line of outside tracks or 2 feet beyond toe of slope or 25 feet beyond toe ends of carrier form crossing is required, whichever is greater. This requirement does not apply to lines in streets.

The pipe shall be laid with sufficient slack so that it is not in tension.

4. Coating Pipe

Coating pipe and joints shall be of metal or concrete and of leakproof construction, capable of withstanding railway loading.

Wall thickness for steel coating pipe for 22 loading (including impact)

Minimum Thickness Inches	Diameter of Pipe Inches
0.188	Under 14
0.219	14 and 16
0.250	18
0.281	20
0.312	22
0.344	24
0.375	26
0.406	28 and 30
0.438	32
0.469	34 and 36
0.500	38, 42 and 48

Steel pipe to have a minimum yield strength of 25,000 pounds per square inch.

When coating is installed without benefit of a protective coating, and said coating is not satisfactorily protected, the wall thickness shown above shall be increased to the nearest standard size which is a minimum of 0.063 inches greater than the thickness shown except for diameters under 14-3/8 inches.

Cast iron pipe may be used for a carrier and shall conform to the Standard Specification # 21. The pipe shall be of the mechanical joint type or flange-end pipe with compression-type couplings. The strength of such iron pipe to maintain internal loads shall be computed in accordance with ASME B31.1, "Manual for the Computation of Strength and Thickness of Cast Iron Pipe".

The coating pipe may be reinforced concrete pipe conforming to the ASME Specifications for Reinforced Concrete Carrier Pipe, ASME Manual, Part III, Chapter 9, or otherwise-cast or precast pipe conforming to the ASME Specifications for such pipe, ASME Manual, Part I, Chapter 1.

The inside diameter of the coating pipe shall be such as to allow the carrier pipe to be removed subsequently without disturbing the carrier pipe. All joints or couplings, supports, insulators or connecting devices for the carrier pipe within a coating under railway tracks shall be taken from patent, low flange end pipe, a minimum vertical deflection of the coating pipe of 7 percent of its diameter plus 1/2 inch clearance shall be provided so that no loads from the roadbed, track, traffic or other pipe loads are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the inside diameter of the flexible coating pipe shall be at least 7 inches greater than the outside diameter of the carrier pipe for pipe less than 9 inches in diameter, or at least 3 1/2 inches greater for pipe 9 inches to 18 inches diameter,

RIDER "A"

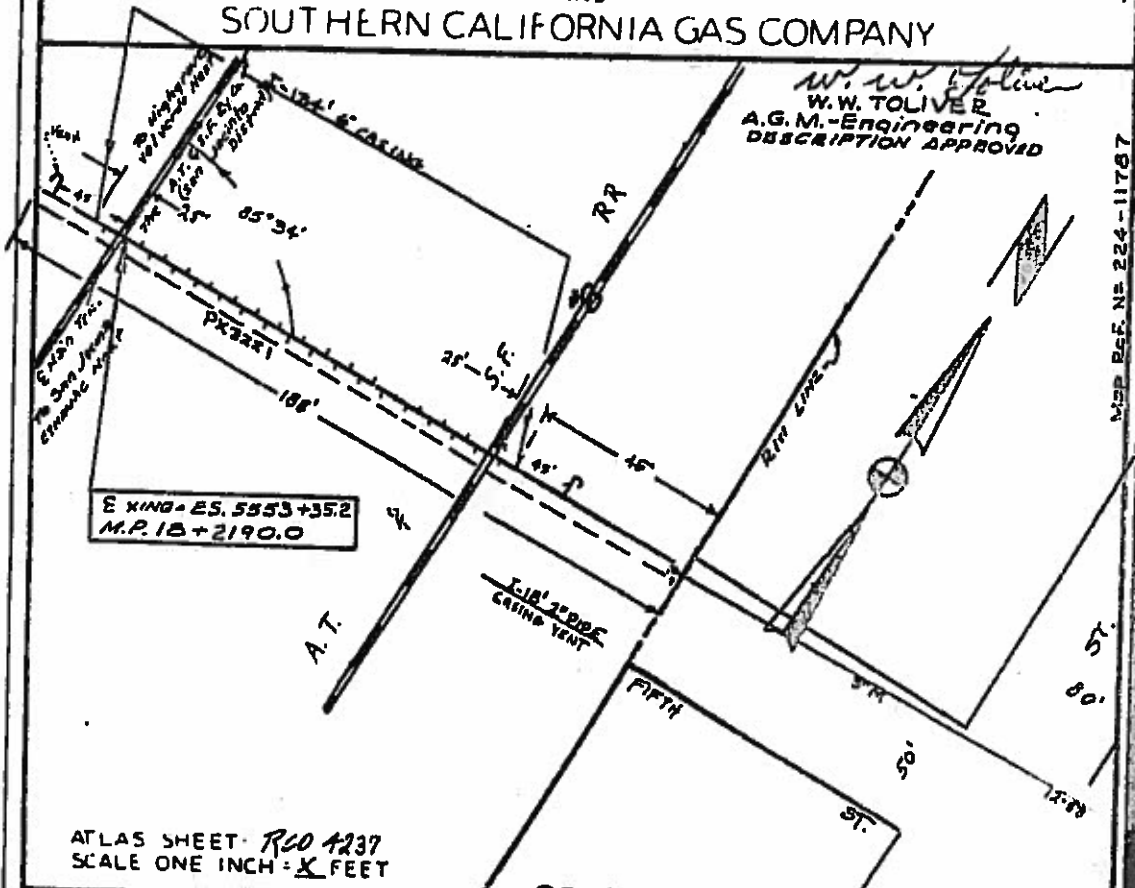
RIDER to license agreement dated August 15, 1979
between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY and
SOUTHERN CALIFORNIA GAS COMPANY

13. In cases where Licensee is permitted under Section 2 hereof to use the PIPELINE for non-flammable substances, the PIPELINE shall be constructed, installed and thereafter maintained in conformity with plans and specifications set forth in the American Railway Engineering Association, Specification for Pipeline Crossings Under Railway Track for Non-Flammable Substances, Revised 1964, or Specification for the Placement of Concrete Culvert Pipe, Revised 1966, whichever may apply.
14. Any work performed on Licensor's right of way by Licensee or Licensee's contractor shall be done in a satisfactory workmanlike manner and in accordance with plans and specifications approved by Licensor, including plans covering any falsework, bracing or cribbing that may be necessary to use over, under or adjacent to Licensor's track, and no work shall be permitted until said plans and specifications have been approved by Licensor.
15. Licensee or Licensor's contractor shall not be permitted to commence work on said Licensor's right of way without having first received written notification from Licensor's Division Superintendent of permission to proceed.
16. Any contractor or subcontractor performing work on or in connection with the PIPELINE shall for the purpose of this agreement, and particularly for the purposes of Section 6 of this agreement, be conclusively deemed to be the servant and agent of Licensee acting on behalf and within the scope of such contractor's or subcontractor's employment for Licensee.
17. This license supersedes and cancels license dated May 7, 1929, designated in the files of Licensor as contract, Secretary's No. 30726.

Identified By

J. W. Schwartz

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
 THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
 AND
 SOUTHERN CALIFORNIA GAS COMPANY



W.W. Toliver
 W.W. TOLIVER
 A.G.M.-Engineering
 DESCRIPTION APPROVED

E KING - ES. 5853 + 35.2
 M.P. 18 + 2190.0

ATLAS SHEET RCO 4237
 SCALE ONE INCH = X FEET

C.E.C.L. N8607-38233

DESCRIPTION (INSTALLMENT)	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	NATURAL GAS	
DIAMETER		6"
WALL THICKNESS		.108"
ACTUAL WORKING PRESSURE	100 PSI or less	
TEST PRESSURE		
METHOD OF INSTALLATION	Insert	Open Trench & Bore
TYPE OF JOINT	WELDED	
COATING	COLD TAR ENAMEL	
PIPE MATERIAL	STEEL X-42	STEEL X-42
VENTS. NUMBER	1	1
SIZE	2"	2"
HEIGHT ABOVE GROUND	4' Min.	4' Min.
PROTECTION AT ENDS OF CASING	BOTH ENDS	ONE END
BURY BASE OF RAIL TO TOP OF CASING	5 FT	5 FT
BURY (NOT BENEATH TRACKS)	3 FT	2 FT
LOCATED ON RAILWAY COMPANY PROPERTY AND CROSSING UNDER THE RY CO'S	San Jacinto	
DISTRICT MAIN TRACK(S) AND	FIFTH STREET	
IN	CITY OF PERRIS, CA	
CA CO DIVISION	EASTERN	
DWG NO	P-50906	
WO NO	31837-066	
RY CO DIVISION	Los Angeles	

AT PERRIS, RIVERSIDE
 COUNTY, CALIFORNIA

AUGUST 6, 1979
 LOS ANGELES, CALIFORNIA

C.E.C.L. NO 607-14251

MSP REF. N. 224-11767



Southern California Gas Company
1981 West Lugonia Avenue
Redlands, CA 92374
Mailing Address:
PO Box 3003
Redlands, CA 92373-0306

October 31, 2013

City of Perris
Development Services Department,
Planning Division
135 North "D" Street
Perris, CA 92570-2200

Attn: Nathan Perez

Re: Case & No. Street Vacation 13-09-0008 (Second Street Vacation)

Southern California Gas Company owns and operates a gas pipeline beneath the portion of street that is proposed to be vacated. In accordance with Section No. 8330 of the Streets and Highways Code, The Gas Company hereby requests that an easement be reserved to ensure the continued operation of this pipeline.

The Gas Company is requesting a copy of the recorded vacation document upon its completion.

Your cooperation in this matter is greatly appreciated.

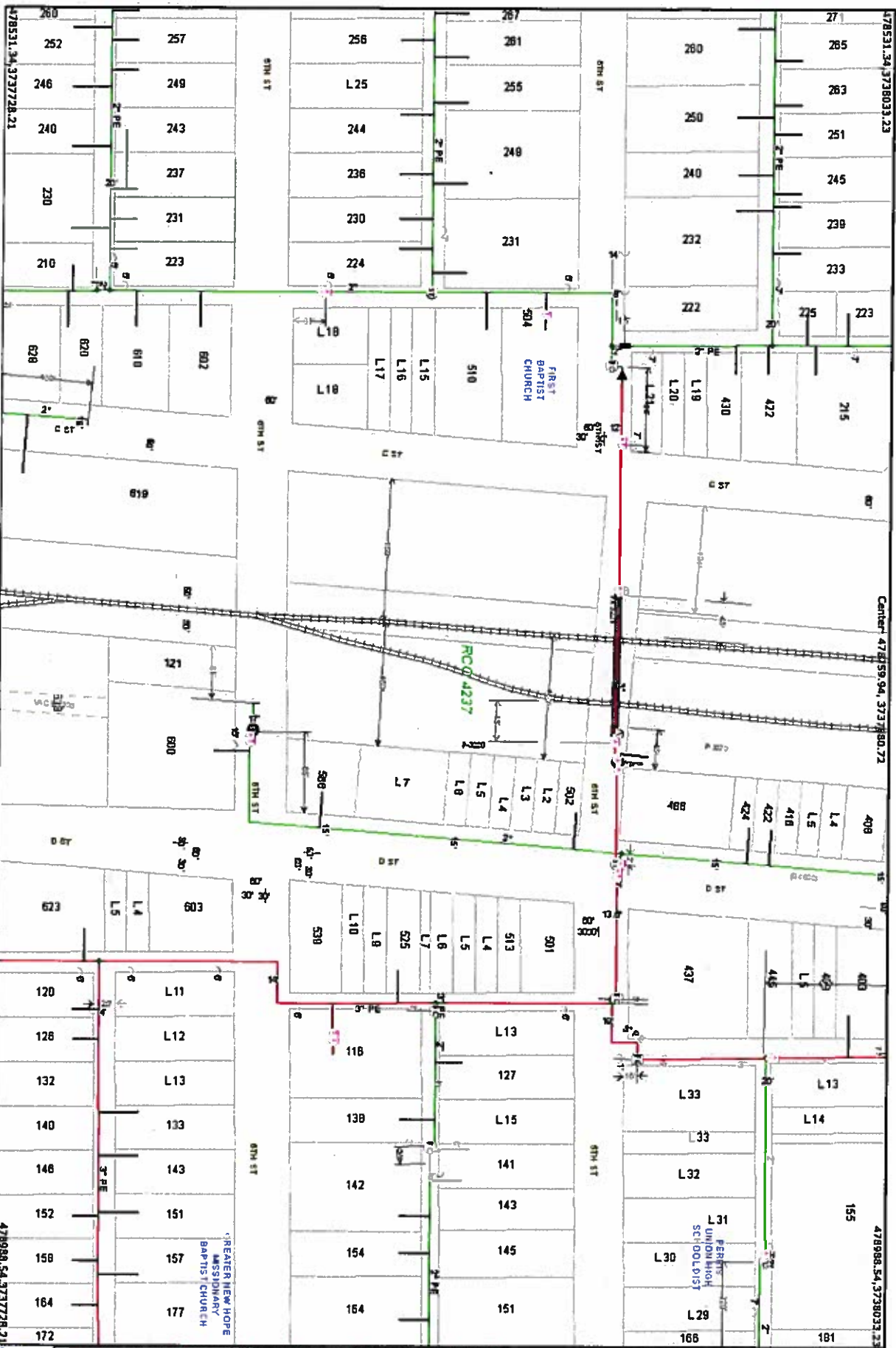
If you have any questions, please call Gertman Thomas at (909) 335-7733.

Sincerely,

A handwritten signature in blue ink, appearing to read "Y. Alamillo".

Yolanda Alamillo
Regional Pipeline Project Manager
South Inland Region

ysa/dmm
Enclosures



LIABILITY STATEMENT: The facilities and their depiction on these maps are believed to be reasonably accurate, but the maps are not to be used as a basis for verification or calling USA at 800 422-4133. NO WARRANTY expressed or implied (including of merchantability or of fitness for a particular purpose) is made as to any matter, including but not limited to, the design, use, type or location of the facilities, their presence or absence, the accuracy of the maps, the manner used to transmit the data, absence of viruses (if transmitted electronically, by disk or otherwise), data translation or transmission errors or omissions, compatibility with the user's system or its ability to interpret the data correctly or at all, or any other matter. The Gas Company has no liability for damages (direct, indirect, consequential, incidental or punitive) arising from the transmission, receipt or use by others of the maps or information contained in the maps. © 2007 AT&T Intellectual Property L.P. All rights reserved.

Map Title: _____
 Printed By: CORPGThermis
 Printed Date: 11/15/2013



CITY COUNCIL/REDEVELOPMENT AGENCY
AGENDA SUBMITTAL
February 24, 2015

SUBJECT: Amendment to reallocate \$96,734.65 in FY 2013-2014 HUD Entitlement Community Development Block Grant (CDBG) Funds to the FY 2014-2015 Action Plan to provide additional funding to existing eligible CDBG projects, specifically the Metz Park Improvement Project.

REQUESTED ACTION:

That the City Council conduct a public hearing on the proposed Substantial Amendment to the 2014-2019 (Five-Year) Consolidated Plan and the FY 2014-2015 Action Plan, and after receiving public comment and discussing any changes:

1. Adopt Resolution No. XXX approving the Substantial Amendment to the FY 2014-2015 Annual Action Plan to provide funding to eligible CDBG Projects, specifically \$96,734.65 to the Metz Park Improvement Project, as a result of the reallocation of unexpended FY 2013-2014 CDBG funds.

CONTACT: Darren Madkin, Deputy City Manager 

BACKGROUND/DISCUSSION:

The City of Perris currently receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The primary purpose of CDBG funds is to benefit persons who earn less than 80% of the area median income (AMI) or reside in an eligible area. For a family of four in Perris, the AMI limit for FY 2014-2015 is \$60,700.00 annually. Eligible low-to-moderate income areas are still based on 2010 Census data. Eligible activities include, but are not limited to, public service and housing activities, infrastructure improvements, park improvements, and code enforcement activities.

As part of the process to receive entitlement funds, the City is required to have a Consolidated Plan and an Annual Action Plan. The purpose of the Consolidated Plan is to identify community development and housing needs and outline goals and objectives to meet those needs. The Annual Action Plan is the yearly document that details what activities the City will undertake and the amount of funding to be expended on the activities during the current CDBG fiscal year. The City Council adopted its second Five-Year Consolidated Plan (2014-2019) on May 6, 2014 along with the first corresponding Annual Action Plan (FY 2014-2015).

The City's Adopted Citizen Participation Plan, which is a component of the Five Year Consolidated Plan, requires a Substantial Amendment to the Consolidated Plan if CDBG Funds budgeted in the Annual Action Plan will be moved from an existing eligible activity to another eligible activity in an amount greater than 50% of the existing activity's allocation and if the proposed project does not currently exist in the approved Action Plan. The proposed reallocations to the Metz Park

Improvement Project does result in an amount greater than 50% of the existing allocation for the project.

The reallocation of funds from FY 2013-2014 to FY 2014-2015 is based on actual expenditures during FY 2013-2014, which left a balance of unexpended funds. These unexpended funds need to be reallocated to the FY 2014-2015 Annual Action Plan budget to provide additional funding for other eligible projects and appropriated in the City's FY 2014-2015 Operating Budget for projects as noted below.

CDBG Funds Available to Allocate/Reallocate

Staff has identified a total of \$96,734.65 in funds which are available to reallocate to FY 2014-2015 CDBG-eligible projects.

Project Name	Original Funded Amount	Remaining Balance
Code Enforcement	\$158,973	\$84,897.95
Graffiti Abatement Program	\$20,446	\$2,266
CDBG Administration	\$162,673	\$9,570.70

There were no Program Income generated by CDBG activities in FY 2013-2014, and as such there are no Program Income funds available for reallocation at this time.

The unexpended funds from the FY 2013-2014 Action Plan can be carried over to the FY 2014-2015 Annual Action Plan and be reallocated for use in *non*-Public Service Programs/Projects and *non*-Planning & Administration Programs (funds cannot be reallocated to Public Service and Planning & Administration activities due to a federal statutory cap of 15% for public services programs and a 20% cap for Planning & Administration programs). Both of these categories have been programmed for the maximum allocation for FY 2014-2015.

CDBG Funds Proposed Reallocations:

The CDBG Division received requests for additional funding from the following City Departments:

1. Public Works Department

It is recommended the available funding of \$96,764.65 be allocated to the Metz Park Improvement Project.

BUDGET (or FISCAL) IMPACT: The result of the reallocation of \$96,734.65 in unexpended CDBG funds from the FY 2013-2014 is an increase in budgeted activities for the FY 2014-2015 Annual Action Plan. This action will also increase the FY 2014-2015 CIP budget by \$96,734.65 in additional CDBG funding for the project identified herein.

Prepared by: Sara Cortés de Pavón, Project Coordinator *SP*
Reviewed by: Sabrina Chavez, Asst. Dir. of Housing and Community Services *SC*
Reviewed by: Ron Carr, Assistant City Manager *RC*
Public Hearing XX

Attachment #1

RESOLUTION NO. 2015-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
APPROVING AN AMENDMENT TO THE FIVE YEAR CONSOLIDATED PLAN
(2014-2019) AND FISCAL YEAR 2014-2015 ANNUAL ACTION PLAN BY
REALLOCATING \$96,734.65 IN UNEXPENDED COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE FISCAL YEAR
2013-2014 ANNUAL ACTION PLAN TO THE FISCAL YEAR 2014-2015
ANNUAL ACTION PLAN**

WHEREAS, the City Council must approve amendments to the City's Five-Year (2014-2019) Consolidated Plan and Annual Action Plan, including the reallocation of unexpended CDBG funds; and

WHEREAS, the City Council must find that under the Federal guidelines established by the U.S. Department of Housing and Urban Development, that the reallocation of unexpended funds will meet federal reallocation criteria including: reallocating the unexpended funds to eligible uses that meet the low/mod area or low/mod clientele national CDBG Objectives; and ensuring that funds will be reallocated to non-public service and non-planning & administration programs; and ensuring that projects receiving reallocations are ready to move forward and be completed, with environmental clearance; and

WHEREAS, a combined 30-day notice of a public hearing and notice of public comment is required as according to the City's Adopted Citizen Participation Plan requires it if a Substantial Amendment to the Consolidated Plan if CDBG Funds budgeted in the Annual Action Plan will be moved from an existing eligible activity to another eligible activity in an amount greater than 50% of the existing activity's allocation. The proposed reallocations to the Metz Park Improvement Project will result in an amount greater than 50% of the existing allocation for the project.

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

SECTION 1. That City Council was required to conduct a noticed public hearing to receive public comment on the proposed amendments to the City's Consolidated Plan and FY 2014-15 Annual Action Plan to reallocate \$96,734.65 in FY 2013-2014 CDBG funds to FY 2014-2015 as outlined below:

CDBG Funds:

- Reallocate \$96,734.65 to the Metz Park Improvement Project

SECTION 2. That, upon finding under the Federal guidelines established by the U.S. Department of Housing and Urban Development, the proposed changes are eligible uses of CDBG funds and will serve low- to moderate- income persons.

SECTION 3. That the City Council hereby approves the Amendment to the City's Consolidated Plan and FY 2014-2015 Annual Action Plan, per Attachment 2 (Proposed Reallocations) to reflect the changes made as outlined.

SECTION 4. The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

PASSED, APPROVED, AND ADOPTED ON FEBRUARY 24, 2015, BY THE FOLLOWING VOTE:

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, do hereby certify that the foregoing Resolution Number 12-__ was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 24th day of February 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, Nancy Salazar

ATTACHMENT 2

Proposed Reallocations for FY 2014-2015 Annual Action Plan						
Project	Community Facilities/CIP	New	FY 2014-2016 Current Budget	Proposed reallocation amount from FY2013-14	Total Project Budget	
Metz Park Improvements	Yes	No	\$ 88,894.00	\$ 96,734.65	\$ 185,628.65	
TOTAL CURRENT/PROPOSED			\$ 88,894.00	\$ 96,734.65	\$ 185,628.65	
Total Amount Recommended For Allocation/Reallocated \$ 96,734.65						

CITY COUNCIL AGENDA SUBMITTAL

Meeting Date: February 24, 2015

SUBJECT: 2014-15 Mid-Year Budget Review and
Capital Improvement Program Update

REQUESTED ACTION: Receive and File the Mid-Year Budget Review and
amend the Capital Improvement Program as presented

CONTACT: Jennifer Erwin, Assistant Director of Finance


BACKGROUND/DISCUSSION:

Throughout the year, the City's finance staff monitors revenues and expenditures. Actual funds received and spent are compared with the adopted budget. Each fiscal year, a formal review of the City's finances is presented to the City Council. Fiscal performance in the current year is described, along with projections for the remainder of the fiscal year. In addition to the Mid-Year budget review, staff is requesting that amendments to the Capital Improvement Program be considered for approval.

BUDGET (or FISCAL) IMPACT:

- Increase general fund revenues \$2,027,055 and increase general fund expenses \$837,600.
- Consideration of adjustments to various capital improvement projects as described in the 2014-15 Capital Improvement Program.

Reviewed by:

Assistant City Manager 

Attachment: Capital Improvement Program Document (attached and provided under separate cover)

Business Item