

*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, March 31, 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:**

Rabb, Rodriguez, Rogers, Burke, Busch

**3. INVOCATION:**

Pastor Javier Munoz  
Templo de Evangelio  
255 N. Perris Boulevard  
Perris, CA 92570

**4. PLEDGE OF ALLEGIANCE:**

Councilman Rabb will lead the Pledge of Allegiance.

Fabian Guerro, Perris Elementary Student will sing the National Anthem.

**5. PRESENTATIONS/ANNOUNCEMENTS:**

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

**A. Perris Valley Arts and Activities Committee Talent Show Winners:**

**1<sup>st</sup> Place Winner:**

**\*Fabian Guerro, Perris Elementary School**

**2<sup>nd</sup> Place Winners, Soaring Voices, Perris Elementary School:**

- \*Leonard White, III
- \*Isabella Gallardo
- \*Lizette Rodriguez
- \*Yamila Castillo

**3<sup>rd</sup> Place Winners:**

- \*Mayra Garcia, Perris High School
- \*Amanan Cali, Pinacate Middle School
- \*Annon Sneed, Perris High School

- B. Donate Life California Month Proclamation.
- C. Ray Hicks, Southern California Edison Public Affairs Region Manager will give an update on Joint Emergency Planning.

**6. APPROVAL OF MINUTES:**

- A. Approval of the Minutes of the Special Joint Meeting held on March 6, 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 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 March 10, 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 Resolution Numbers (next in order) regarding Initiation of Annual Proceedings for City's Maintenance Districts (FY 2015/2016). The Districts include residential tracts and commercial developments throughout the City.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015/2016 IN THE CITY OF**

PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015/2016 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015/2016 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

- B. Adopt Resolution Numbers (next in order) regarding Annexation of a portion of Block 12, Wise & Knights Subdivision to Maintenance District No. 84-1. This Annexation includes two projects being developed on the northwest corner of 4<sup>th</sup> Street and Park Avenue. A Pharmacy (0.56 acres) is being developed by Sunland Real Estate, LLC and Junior's Market (0.55 acres) is being developed/upgraded by Oscar Hernandez.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION INTO MAINTENANCE DISTRICT NUMBER 84-1

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION 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 MAY 26, 2015**

- C. Adopt Resolution Numbers (next in order) regarding Annexation of a portion of Block 12, Wise & Knights Subdivision to Landscape Maintenance District No. 1 (LMD 1). This Annexation includes two projects being developed on the northwest corner of 4<sup>th</sup> Street and Park Avenue. A Pharmacy (0.56 acres) is being developed by Sunland Real Estate, LLC and Junior's Market (0.55 acres) is being developed/upgraded by Oscar Hernandez.**

**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 111 AND BENEFIT ZONE 112 (A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION TO BENEFIT ZONE 111 AND BENEFIT ZONE 112, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 111 AND BENEFIT ZONE 112, 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 111 AND BENEFIT ZONE 112, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION TO BENEFIT ZONE 111 AND BENEFIT ZONE 112, 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 MAY 26, 2015

- D. Approve the Perris Valley Storm Drain Improvement Credit/Reimbursement Agreement with Duke Realty Limited Partnership for improvements to the Perris Valley Storm Drain and Line AB required for DPR 06-0417, located west of Perris Boulevard, north of Rider Street, east of Indian Avenue and south of Morgan Street.
- E. Adopt Resolution Numbers (next in order) approving Loan Agreement between the Perris Public Utility Authority and the City of Perris upon certain terms described in the agenda submittal and resolutions.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF PERRIS AND THE PERRIS PUBLIC UTILITY AUTHORITY IN CONNECTION WITH THE SETTLEMENT AGREEMENT WITH BAI INVESTOR, INC.

**AUTHORIZING CERTAIN ACTIONS, AND THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PERRIS PUBLIC UTILITY AUTHORITY, APPROVING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF PERRIS AND THE PERRIS PUBLIC UTILITY AUTHORITY FOR PAYMENT OF A LOAN, AUTHORIZING CERTAIN ACTIONS, AND THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

- F. Approve Settlement Agreement with BAI Investor, LLC, related to the acquisition of the McCanna Ranch Water Company by the Perris Public Utility Authority.**
- G. Approve the Rider Street Joint Use Agreement with Southern California Edison.**
- H. Adopt Resolution Number (next in order) regarding Summary Street Vacation 15-05031, to summarily vacate the southerly 30 feet of Nuevo Road, from "A" Street to the Atchison, Topeka and Santa Fe Railroad, to facilitate construction of a new parking lot for Innovation Horizons Charter School. (Applicant: Perris Elementary School District).**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO SUMMARILY VACATE THE SOUTHERLY 30 FEET OF NUEVO, FROM A STREET TO THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, TO FACILITATE A NEW PARKING LOT FOR INNOVATION HORIZONS CHARTER SCHOOL, SUBJECT TO THE FINDINGS NOTED HEREIN**

- I. Adopt Resolution Number (next in order) approving the Annual Statement of Investment Policy for Fiscal Year 2015-2016.**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2015-2016**

**8. PUBLIC HEARINGS:**

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

- A. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of CUP 13-07-0010 to the City's Maintenance Districts, located on the southeast corner of Watson Road and Interstate 215. (Constructed by: JAR Commercial Investments, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 13-07-0010 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2014-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 13-07-0010 TO BENEFIT ZONE 109, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2014-2015

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- B. Consideration to approve the FY 2015-2016 Draft Annual Action Plan Funding recommendations for the Community Development Block Grant (CDBG) Program.

Introduced by: Darren Madkin, Deputy City Manager

PUBLIC COMMENT:

- C. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of Parcel into CFD 1-S (South Perris Public Services District); Annexation No. 6 (7-Eleven). (Applicant: BELDU Partners).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 6 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 6

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 THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 6 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 6 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Eric Dunn, City Attorney

**PUBLIC COMMENT:**

- D. Consideration to adopt Resolution Numbers (next in order) regarding financing of bonds associated with CFD No. 2006-2 (Monument Park Estates). The District is generally bounded by the San Jacinto River Flood Control Channel to the northwest, Ethanac Road to the south and Goetz Road to the east.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-2 (MONUMENT PARK ESTATES) OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$11,000,000 TO FINANCE PUBLIC



**FACILITIES PERMITTING THE PURCHASE OF SUCH BONDS BY THE PERRIS JOINT POWERS AUTHORITY, AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**

**A RESOLUTION OF THE PERRIS JOINT POWERS AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$11,000,000 OF ITS PERRIS JOINT POWERS AUTHORITY LOCAL AGENCY REVENUE BONDS (CFD NO. 2006-2), 2015 SERIES B, THE PURCHASE OF BONDS ISSUED BY COMMUNITY FACILITIES DISTRICT NO. 2006-2 (MONUMENT PARK ESTATES) OF THE CITY OF PERRIS WITH THE PROCEEDS OF THE AUTHORITY'S BONDS UPON CERTAIN TERMS AND CONDITIONS AND APPROVING CERTAIN DOCUMENTS AND OTHER ITEMS RELATING THERETO**

**Introduced by: Ron Carr, Assistant City Manager**

**PUBLIC COMMENT:**

- E. Consideration to introduce the First Reading of Ordinance Number (next in order) to approve Amendment 15-05012, to amend Zone Code Chapter 19.76, Beverage Container Recycling Collection Facilities, to add new criteria and standards for locating small CRV recycling centers in shopping centers and other commercial and industrial settings.**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE FIRST READING OF ORDINANCE AMENDMENT 15-05-12 TO AMEND CHAPTER 19.76 OF THE ZONING CODE, BEVERAGE CONTAINER RECYCLING COLLECTION CENTERS, AND MAKE FINDINGS IN SUPPORT THEREOF**

**Introduced by: Clara Miramontes, Director of Development Services**

**PUBLIC COMMENT:**

- F. Consideration to introduce the First Reading of Ordinance Number (next in order) regarding Ordinance Amendment 15-05009, to amend**

the Zoning Code to add Chapter 19.64, Donation Collection Boxes, to regular charity collection boxes.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE FIRST READING OF ORDINANCE AMENDMENT 15-05009 TO ADD CHAPTER 19.64, DONATION COLLECTION BOXES, TO THE ZONING CODE AND MAKE FINDINGS IN SUPPORT THEREOF

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

- G. Consideration to introduce the First Reading of Ordinance Number (next in order) regarding Development Agreement No. 14-00070 to amend the existing Development 10-02-0003 for the approved Towne Center commercial project, located at the southeast corner of Ethanac Road and I-215. (Applicant: MTC Consolidated, LLC).

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PERRIS AND MTC CONSOLIDATED LLC RELATED TO TENTATIVE TRACT MAP 34999, STREET VACATIONS 07-0112 AND 07-0113, AND DEVELOPMENT PLAN REVIEW 06-0337 FOR A COMMERCIAL PROJECT AT THE SOUTHEAST CORNER OF THE 215 FREEWAY AND ETHANAC ROAD

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

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

**No Business Items**

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

**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:**

A. Strategic Plan Report

**13. CLOSED SESSION:**

**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: March 31, 2015  
SUBJECT: *Approval of Minutes*

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**BACKGROUND:** None.

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**FISCAL IMPACT:** None.

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- **RECOMMENDATION:** Motion to approve the Minutes of the Special Joint Meeting held on March 6, 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 Regular Joint Meeting held on March 10, 2015 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Joint Powers Authority

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

**Attachments:**

- Minutes of the Special Joint Meeting held on March 6, 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 Regular Joint Meeting held on March 10, 2015 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Joint Powers Authority

## MINUTES

**SPECIAL JOINT MEETING OF THE CITY COUNCIL,  
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY,  
PUBLIC FINANCE AUTHORITY, PUBLIC UTILITY  
AUTHORITY, THE HOUSING AUTHORITY AND THE PERRIS  
JOINT POWERS AUTHORITY  
OF THE CITY OF PERRIS**

**Friday, March 6, 2015**

**8:00 A.M.**

**Big League Dreams Sports Park  
2155 Trumble Road  
Perris, California**

**1. CALL TO ORDER:**

Mayor Busch called the Special Joint Meeting to order at 8:06 a.m.

**2. ROLL CALL:**

**Councilmember's Present:** Burke, Rabb, Rodriguez, Busch

**Councilmember's Absent:** Rogers

**Staff Present:** City Manager Belmudez, Assistant City Manager Carr, City Attorney Dunn, Deputy City Manager Madkin, City Engineer Motlagh, Brad Brophy, Tri Lakes Consultants, Redevelopment & Economic Development Manager McDermott, Assistant Director of Finance Erwin, Capital Improvement Project Manager Morales, Director of Development Services Miramontes, Assistant Director of Public Works Hartwill, Assistant Director of Community Services & Housing Chavez, Information Technology Manager Cervantes, Administrative Services Manager Carlos, Executive Assistant Fernholz, Police Chief Judge, Fire Chief Barnett and City Clerk Salazar

**3. WORK SESSION:**

**A. Strategic Planning Session**

Mayor Busch welcomed everyone to the meeting and introduced Marilyn Snider, Facilitator for this session.

Mayor Busch called for public comments. There were no public comments.

The group did self-introductions.

Ms. Snider reviewed the City of Perris Mission Statement, Vision Statement, Core Values and Three Year Goals from the last session on April 1, 2014. She then led the group through the process of determining the City's accomplishments since the April 1, 2014 Strategic Planning Retreat, of which there were 83. She also led a discussion of the City's current internal weaknesses, opportunities and challenges.

The group then set a new Vision Statement for the next 5 years, 2015-2020.

-The City of Perris will be a Premier Livable Community Which Embraces its Rich Cultural Heritage and is known for its Diverse Recreational and Economic Opportunities.

The group then set new 3 year Goals for 2015-2018.

The group then set six month Strategic Objectives towards the accomplishment of the established goals.

The group completed the six month Strategic Objectives and discussed necessary next steps.

Ms. Snider then gave a summary of the Retreat and Mayor Busch made the closing remarks.

**4. ADJOURNMENT:**

Mayor Busch adjourned the Joint Special Meeting at 2:24 p.m.

Respectfully Submitted:

  
Nancy Salazar, City Clerk

## ***CITY OF PERRIS***

### MINUTES:

Date of Meeting: March 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: Burke, Rabb, Rodriguez, Rogers, Busch

**Councilwoman Rogers was absent.**

3. INVOCATION: Pastor Wade Forde Seventh-Day Adventist Church 300 E. 5th Street Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

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

5. PRESENTATIONS/ANNOUNCEMENTS:

A. Presentation by Shelly Guerin, Field Representative for the Girl Scouts of San Geronio.

6. APPROVAL OF MINUTES:

A. Approval of the Minutes of the Special 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 24, 2015 and the 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, held February 24, 2015.

The Mayor called for a motion.

M/S/C: Moved by Julio Rodriguez, seconded by Tonya Burke to Approve the minutes as presented.

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

NOES:

ABSENT: Rita Rogers

ABSTAIN:

7. CONSENT CALENDAR:

**Mayor Busch called for Public Comment. There was no Public Comment. Councilman Rabb Requested that item 7.H. be pulled for separate consideration.**

- A. Adopted Resolution Numbers 4826, 4827 and 4828 regarding Annexation of PM 36010 to Maintenance District No. 84-1, located between Markham Street and the Ramona Expressway and between Brennan Avenue and Indian Avenue. (Owner: Prudential).

Resolution Number 4826 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 36010 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4827 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 36010 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4828 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 36010 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 MAY 12, 2015

- B. Adopted Resolution Numbers 4829, 4830 and 4831 regarding Annexation of PM 36010 to Landscape Maintenance District No. 1 (LMD 1), located between Markham Street and the Ramona Expressway and between Brennan Avenue and Indian Avenue. (Owner: Prudential).

Resolution Number 4829 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 96 (PM 36010) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4830 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 36010 TO BENEFIT ZONE 96, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4831 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER ANNEXATION TO BENEFIT ZONE 96, 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 96, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 36010 TO BENEFIT ZONE 96, 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 MAY 12, 2015

- C.

Adopted Resolution Number 4832 regarding Annexation of PM 36010 to Flood Control MD No. 1, located between Markham Street and the Ramona Expressway and between Brennan Avenue and Indian Avenue. (Owner: Prudential).

Resolution Number 4832 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 36010 TO BENEFIT ZONE 72, 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 MAY 12, 2015

- D. Adopted Resolution Numbers 4833, 4834 and 4835 regarding Annexation of PM 36462 to Maintenance District No. 84-1, located on the northeast corner of Indian Avenue and Rider Street. (Owner: Duke Realty LP).

Resolution Number 4833 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 36462 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4834 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 36462 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4835 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 36462 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 MAY 12, 2015

- E. Adopt Resolution Numbers 4836, 4837 and 4838 regarding Annexation of PM 36462 to Landscape Maintenance District No. 1 (LMD 1), located at the northeast corner of Indian Avenue and Rider Street. (Owner: Duke Realty LP).

Resolution Number 4836 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 107 AND BENEFIT ZONE 108 (PM 36462) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4837 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 36462 TO BENEFIT ZONE 107 AND BENEFIT ZONE 108, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4838 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER ANNEXATION TO BENEFIT ZONE 107 AND BENEFIT ZONE 108, 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 107 AND BENEFIT ZONE 108, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 36462 TO BENEFIT ZONE 107 AND BENEFIT ZONE 108, 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 MAY 12, 2015

- F. Adopted Resolution Number 4839 regarding Annexation of PM 36462 to Flood Control MD No. 1, located on the northeast corner of Indian Avenue and Rider Street. (Owner: Duke Realty LP).

Resolution Number 4839 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 36462 TO BENEFIT ZONE 79 AND BENEFIT ZONE 80, 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 MAY 12, 2015

- G. Approved the Contract Services Agreement with Active Bidder® for Electronic Bidding Services for public projects.
- H. Adopted Resolution Number 4840 establishing the date and time for Regular City Council Meetings.

Resolution Number 4840 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ESTABLISHING THE DATE AND TIME OF REGULAR CITY COUNCIL MEETINGS

The Mayor called for a motion.

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

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

NOES:

ABSENT: Rita Rogers

ABSTAIN:

- I. Approved the 2014 Annual Progress Report for the General Plan Housing Element.
- J. Approved the rejection of all bids received for the Nuevo Road Landscape Improvements Project (LMD 1-2014-15-BZ-1A).
- K. Approved fee waiver requested by Free Indeed Christian Fellowship to hold Easter Youth Concert and Sunday Sunrise Service at Foss Field to be held April 4, 2015 through April 5, 2015.
- L. Adopted Resolution Number 4841 objecting to County Tax Sale of certain property and approving offer to purchase said property.

Resolution Number 4841 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA OBJECTING TO THE SALE OF TAX-DEFAULTED PROPERTY KNOWN AS ASSESSOR'S PARCEL NUMBER 303300027-6 AND APPROVING THE OFFER TO PURCHASE SAID PROPERTY FOR THE MINIMUM PURCHASE PRICE PURSUANT TO SECTION 3698.5(A) OF THE REVENUE AND TAXATION CODE, STATE OF CALIFORNIA

- M. Approved One Year Contract Extension with Adame Landscape for General Fund Landscape Maintenance Services.
- N. Approved new Service Contracts with Severn Trent for Operations of Water and Collections Systems.
- O. Approved the Amendment to the Lease Agreement with Boys & Girls Club of Perris for 227 North "D" Street.
- P. Approved the termination of the Existing Lease Agreement and New Lease Agreement with Southwest Veterans Resource Center (SWVBRC) for 227 North "D" Street.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Julio Rodriguez to Approve the Consent Calendar, with the exception of Item 7.H. as presented.

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

NOES:

ABSENT: Rita Rogers

ABSTAIN:

8. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 4842 and 4843 regarding Annexation of Parcel into CFD 1-S (South Perris Public Services District) - Annexation No. 5 (Grove Lumber). (Applicant: JAR Commercial Investments, LLC).

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

**The Mayor opened the Public Hearing at 6:12 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 6:12 p.m.**

Resolution Number 4842 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, CALLING A SPECIAL ELECTION TO  
SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED  
ANNEXATION NO. 5 THE QUESTION OF ANNEXING SUCH  
TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE  
AREA OF PROPOSED ANNEXATION NO. 5

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by David Starr Rabb to Approve Resolution Number 4842 as presented.

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

NOES:

ABSENT: Rita Rogers

ABSTAIN:

Resolution Number 4843 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 THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 5, AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX

The Mayor asked City Clerk Salazar to open the ballot.

City Clerk Salazar opened the ballot and announced that the ballot was marked "Yes".

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Julio Rodriguez to Approve Resolution Number 4843 as presented.

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

NOES:

ABSENT: Rita Rogers

ABSTAIN:

- B. Adopted Resolution Numbers 4844 and PJPA-012 regarding refinancing of prior bonds associated with CFD No. 2005-2 (Harmony Grove).

Resolution Number 4844 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-2 (HARMONY GROVE) OF THE CITY OF PERRIS,

AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,000,000 TO REFINANCE PRIOR BONDS OF THE DISTRICT, PERMITTING THE PURCHASE OF SUCH BONDS BY THE PERRIS JOINT POWERS AUTHORITY, AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Resolution Number PJPA-012 is entitled:

A RESOLUTION OF THE PERRIS JOINT POWERS AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$14,000,000 OF ITS PERRIS JOINT POWERS AUTHORITY LOCAL AGENCY REVENUE BONDS (CFD NO. 2005-2 REFUNDING), 2015 SERIES A, THE PURCHASE OF BONDS ISSUED BY COMMUNITY FACILITIES DISTRICT NO. 2005-2 (HARMONY GROVE) OF THE CITY OF PERRIS WITH THE PROCEEDS OF THE AUTHORITY'S BONDS UPON CERTAIN TERMS AND CONDITIONS, AND APPROVING CERTAIN DOCUMENTS AND OTHER ITEMS RELATING THERETO

**This item was presented by Joanna Hernandez, Aleshire & Wynder**

**The Mayor opened the Public Hearing at 6:17 p.m. There was no Public Comment.**

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

The Mayor called for a motion.

M/S/C: Moved by Julio Rodriguez, seconded by Tonya Burke to Approve Resolution Numbers 4844 and PJPA-012 as presented.

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

NOES:

ABSENT: Rita Rogers

ABSTAIN:

- C. Adopted Resolution Number (next in order) regarding Street Vacation 13-09-0010, a proposal to vacate a 100'-foot section of 6th Street, between "C" Street and "D" Street to facilitate construction to the future Downtown Perris Metrolink Station. (Applicant: Riverside County Transportation Commission).

Resolution Number 4845 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO APPROVE VACATING A 100'-FOOT SECTION OF 6TH STREET, BETWEEN "C" STREET AND "D" STREET, TO FACILITATE CONSTRUCTION TO THE FUTURE DOWNTOWN PERRIS METROLINK STATION WITHIN

**THE DOWNTOWN SPECIFIC PLAN AREA, SUBJECT TO THE FINDINGS NOTED HEREIN**

**This item was presented by Associate Planner Perez.**

**The Mayor opened the Public Hearing at 6:20 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 6:20 p.m.**

**The following Councilmembers spoke:  
Rodriguez**

The Mayor called for a motion.

M/S/C: Moved by Julio Rodriguez, seconded by Tonya Burke to Approve Resolution Number 4845 as presented.

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

NOES:

ABSENT: Rita Rogers

ABSTAIN:

9. **BUSINESS ITEMS:**

A. **Riverside County Sheriff's Department Annual Report.**

**This item was presented by Police Chief Judge.**

**The Mayor called for Public Comment.**

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

**The following Councilmembers spoke:  
Rabb  
Burke**

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

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

**Kate Thibault**

**Bill Daigle**

**Tina Marroquin**

**Cesar Santillana**

**Ali Mazarei**

**Don Kazarian**

11. **COUNCIL COMMUNICATIONS:**



**The following Councilmembers spoke:**

**Rabb**

**Burke**

**Rodriguez**

**Busch**

12. CITY MANAGER'S REPORT:

13. CLOSED SESSION:

A. 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.

B. Conference with Legal Counsel - Anticipated Litigation - Government Code Section 54956.9 (d)(4) - 1 case

14. ADJOURNMENT:

**The City Council adjourned to Closed Session at 7:12 p.m.**

**The City Council reconvened in Open Session at 8:29 p.m. There was no reportable action. There being no further business the Mayor adjourned the City Council meeting at 8:30 p.m. in memory of Metrolink Engineer Glenn Steele.**

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date March 31, 2015

SUBJECT: Initiation of Annual Proceedings for City's Maintenance Districts (FY 2015/2016)

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report, Maintenance District No. 84-1 (Streetlights and Traffic Signals)
2. Adoption of Resolution Ordering Preparation of the Engineer's Report, Landscape Maintenance District No. 1
3. Adoption of Resolution Ordering Preparation of the Engineer's Report, Flood Control Maintenance District No. 1

CONTACT: Habib Motlagh, City Engineer

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BACKGROUND/DISCUSSION:

In order to provide continued funding for the City's maintenance districts, annual procedures are required of the City Council. By adopting these resolutions, that order the preparation of the annual Engineer's Reports, the procedures for FY 2015/2016 will be initiated. The next action is scheduled for May 12, 2015 when the Engineer's Reports will be presented to the City Council for preliminary approval.

The districts include residential tracts and commercial developments throughout the City.

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BUDGET (or FISCAL) IMPACT: For FY 2014/2015, approximately 30,837 assessments were levied totaling \$3,843,307.30.

Reviewed by:

City Attorney \_\_\_\_\_

Assistant City Manager *He*

Attachments:

1. Resolution Ordering Preparation of the Engineer's Report, Maintenance District No. 84-1
2. FY 2014/2015 Diagram of Maintenance District No. 84-1
3. Resolution Ordering Preparation of the Engineer's Report, Landscape MD No. 1
4. FY 2014/2015 Diagram of Landscape Maintenance District No. 1
5. Resolution Ordering Preparation of the Engineer's Report, Flood Control MD No. 1
6. FY 2014/2015 Diagram of Flood Control MD No. 1

Consent:

**RESOLUTION NUMBER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015/2016 IN THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT**

**WHEREAS**, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public lighting and appurtenant facilities as set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Perris, California; and

**WHEREAS**, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Maintenance District Number 84-1 for the purpose of installing, constructing, operating and maintaining public street lighting including traffic signals and appurtenant facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

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

**Section 1.** That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Maintenance District Number 84-1 (the "District") for the maintenance, servicing and operation of public street lighting, all pursuant to the Landscaping and Lighting Act of 1972 (Division 15 of the California Streets and Highways Code).

**Section 2.** That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public lighting, traffic signals and landscaping, including:

- (a) Repair, removal or replacement of all or any part of the improvements thereon.
- (b) Required electrical operations, repair and replacement.
- (c) Street light installation, servicing and maintenance.
- (d) Traffic signal installation, servicing and maintenance.

**Section 3.** That the proposed maintenance district encompasses all that certain territory of the City of Perris included within the exterior boundary line shown upon that certain map entitled "Diagram of the City of Perris Maintenance District Number 84-1", indicating by said boundary line the extent of the territory included within the proposed district and which map is on file in the Office of the City Clerk. Reference is hereby made to said map for further, full and more particular description of said lighting maintenance district, and the said map so on file shall govern for all details as to the extent of said district.

**Section 4.** That the proceedings for the annual levy of the special benefit assessment are to be conducted under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

**Section 5.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Shepherd & Staats, Incorporated, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

**ADOPTED, SIGNED and APPROVED** this 31st day of March, 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 31st day of March, 2015, by the following called vote:

Ayes:  
Noes:  
Absent:  
Abstain:

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City Clerk, Nancy Salazar

DIAGRAM OF  
 MAINTENANCE DISTRICT NO. 84-1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015



**LEGEND**

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CITY BOUNDARY



MAINTENANCE DISTRICT  
 AND DEVELOPMENT  
 BOUNDARY

(A)

ASSESSED (BENEFIT ZONE 1)

(NA)

NOT ASSESSED (BENEFIT ZONE 2)

CUP

CONDITIONAL USE PERMIT

DPR

DEVELOPMENT PLAN REVIEW

PM

PARCEL MAP

PPR

PLOT PLAN REVIEW

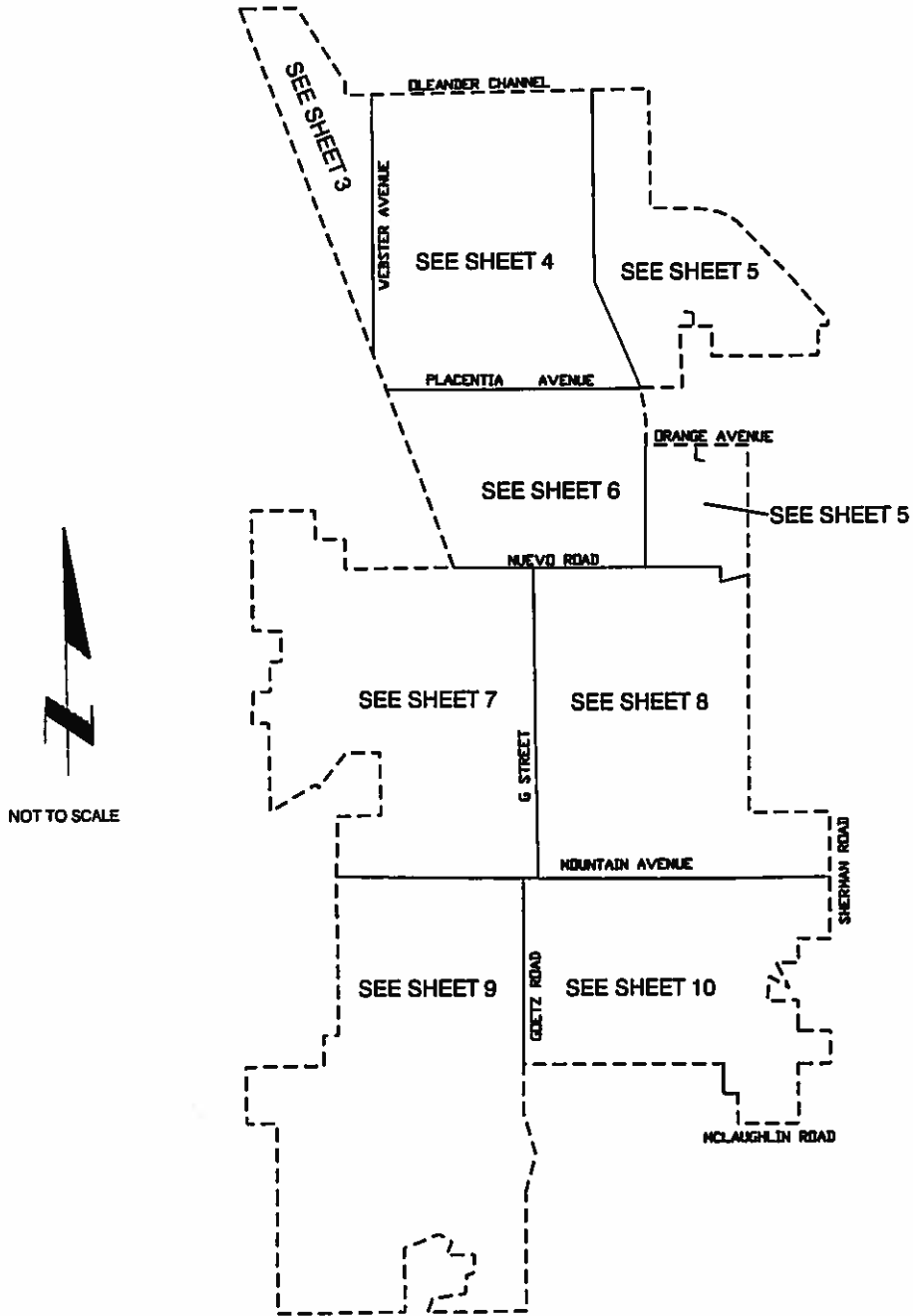
PUP

PUBLIC USE PERMIT

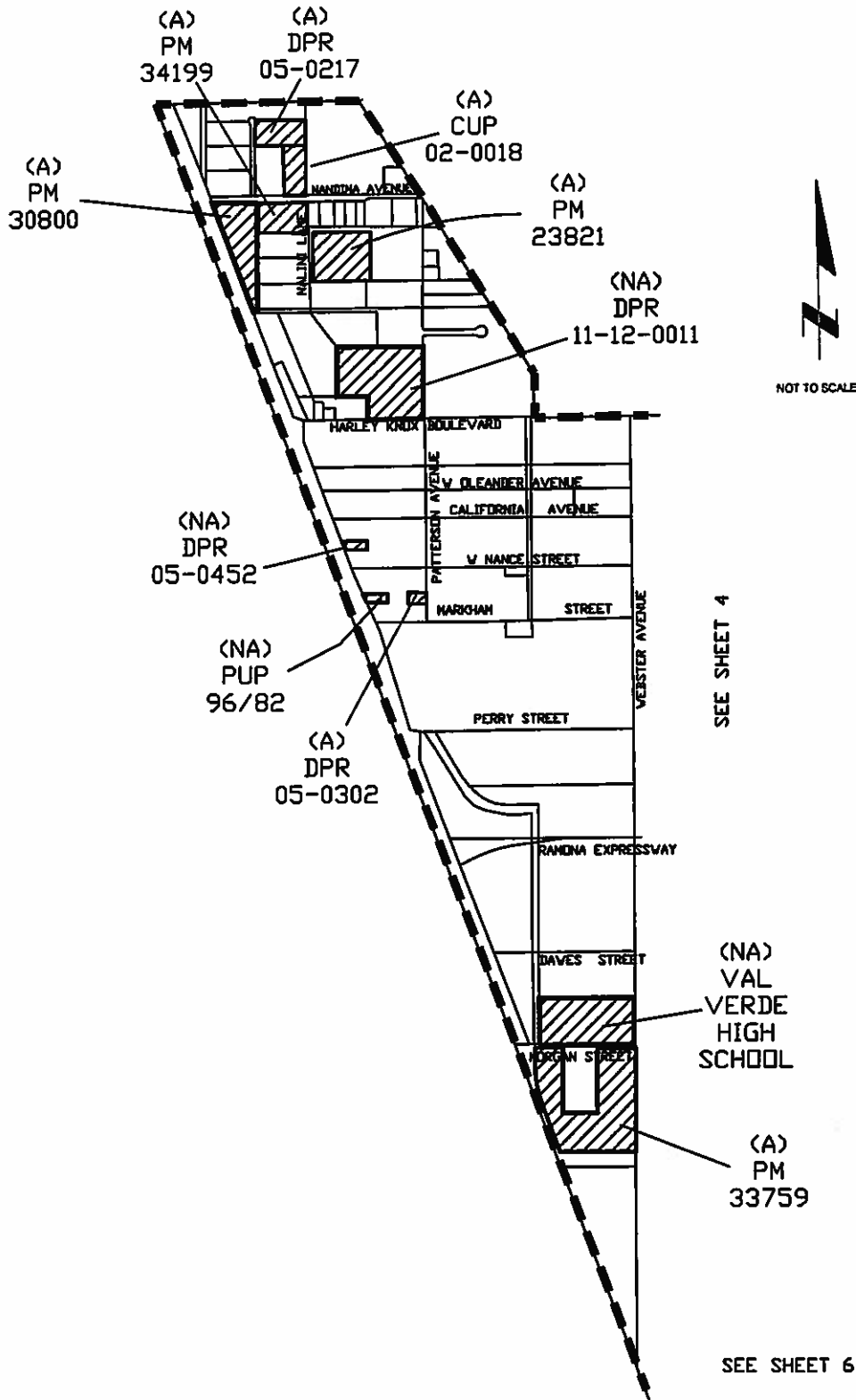
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TENTATIVE TRACT OR  
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DIAGRAM OF  
MAINTENANCE DISTRICT NO. 84-1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015

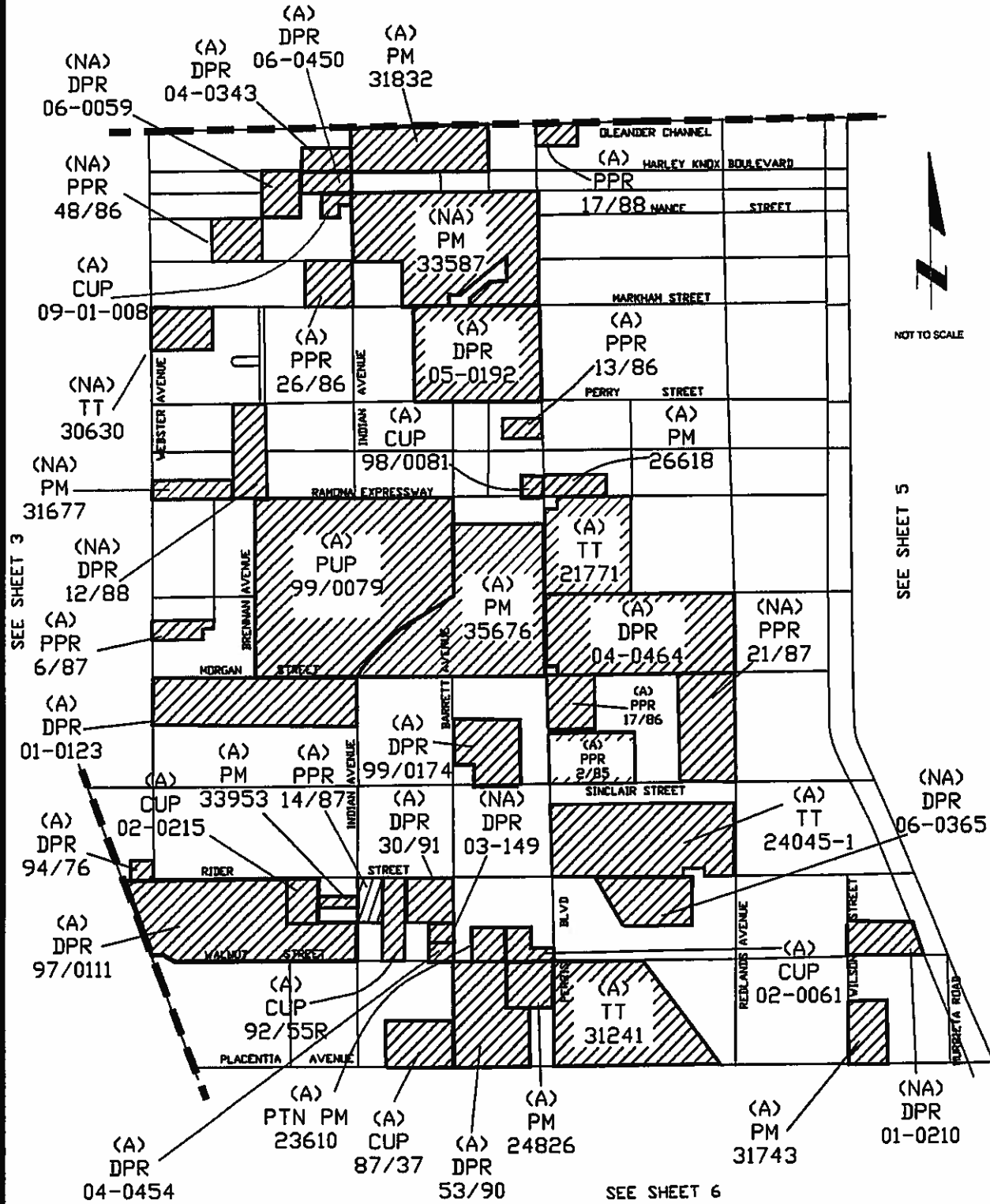


**DIAGRAM OF  
 MAINTENANCE DISTRICT NO. 84-1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015**

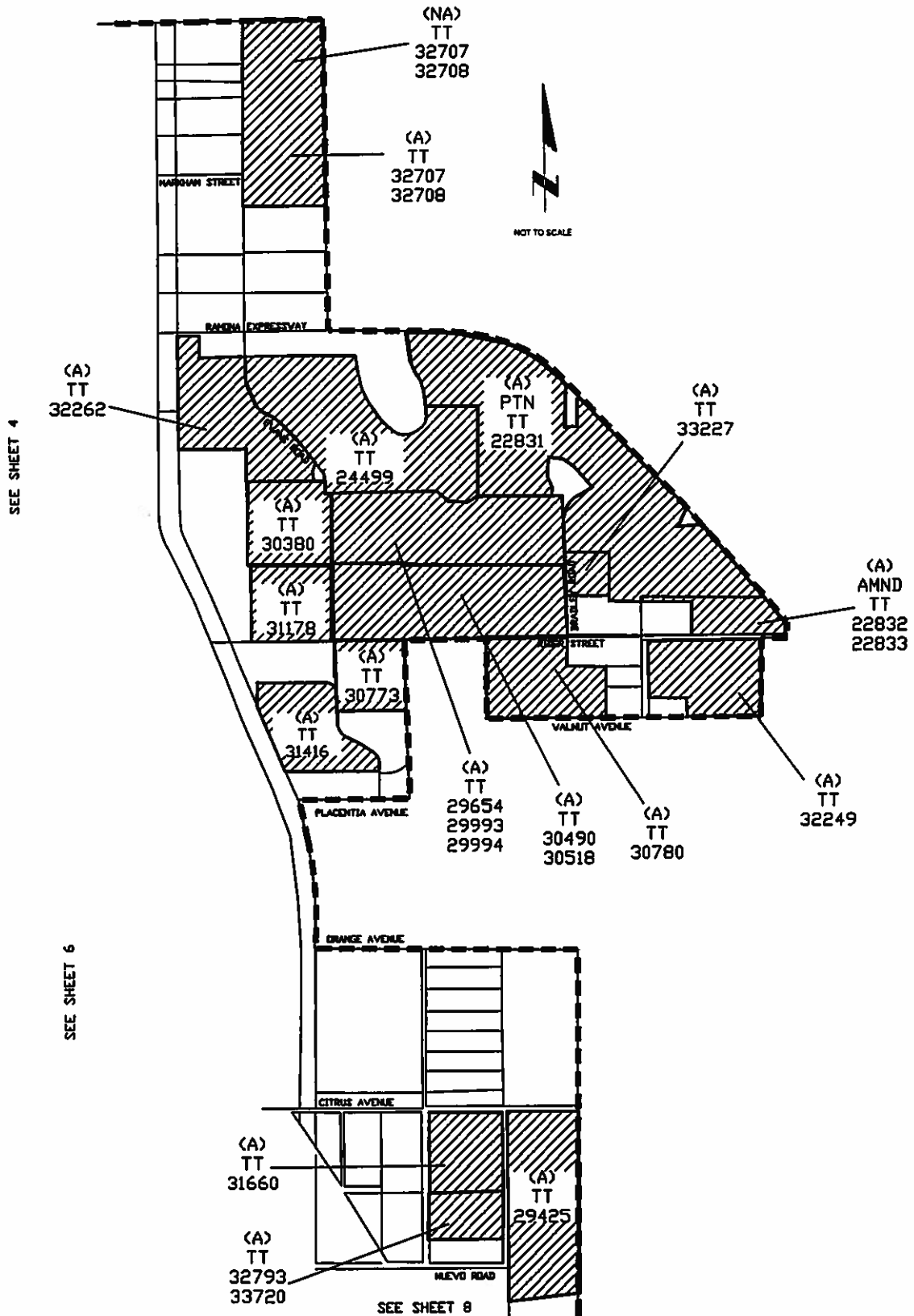




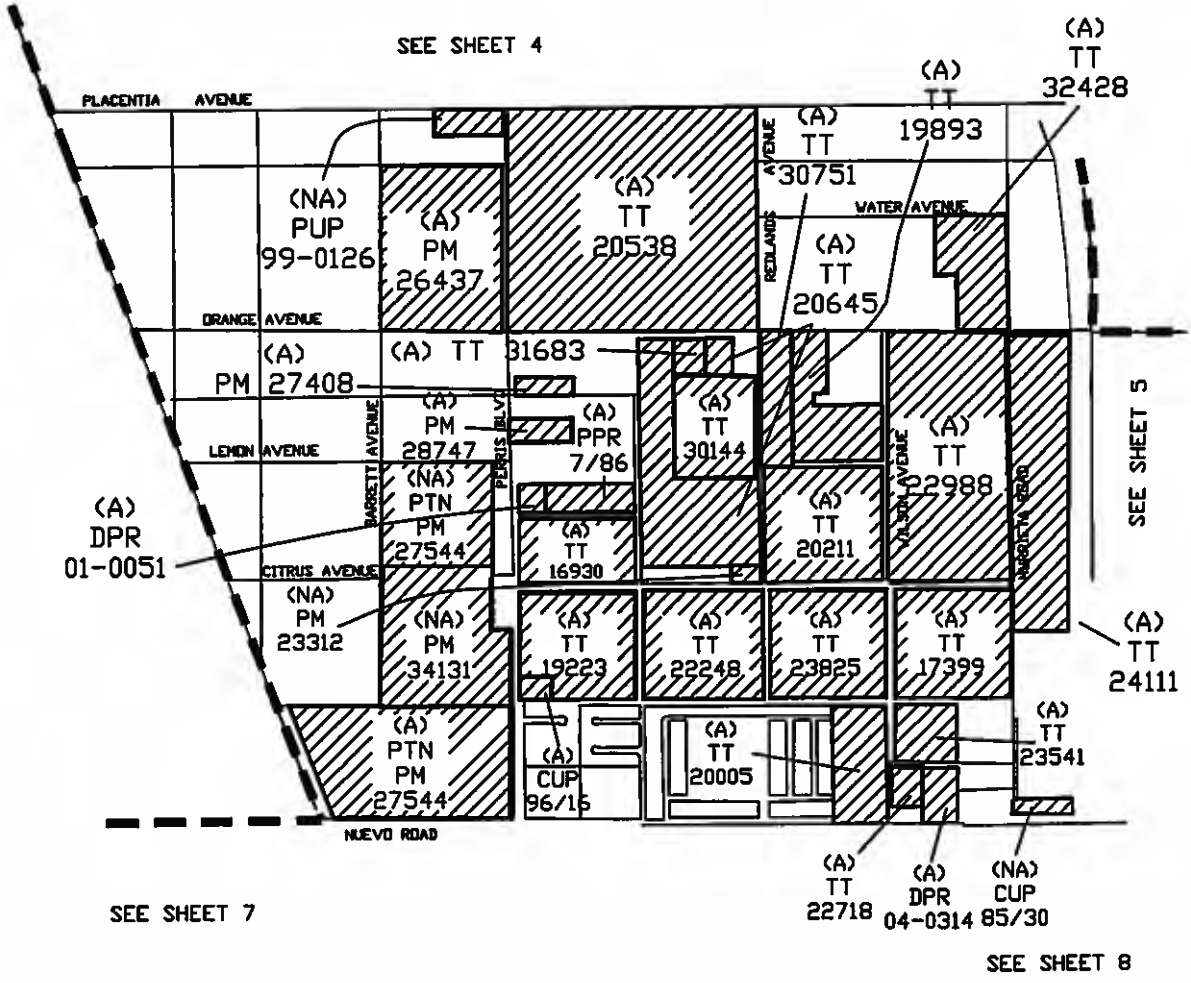
**DIAGRAM OF  
MAINTENANCE DISTRICT NO. 84-1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**



**DIAGRAM OF  
MAINTENANCE DISTRICT NO. 84-1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**



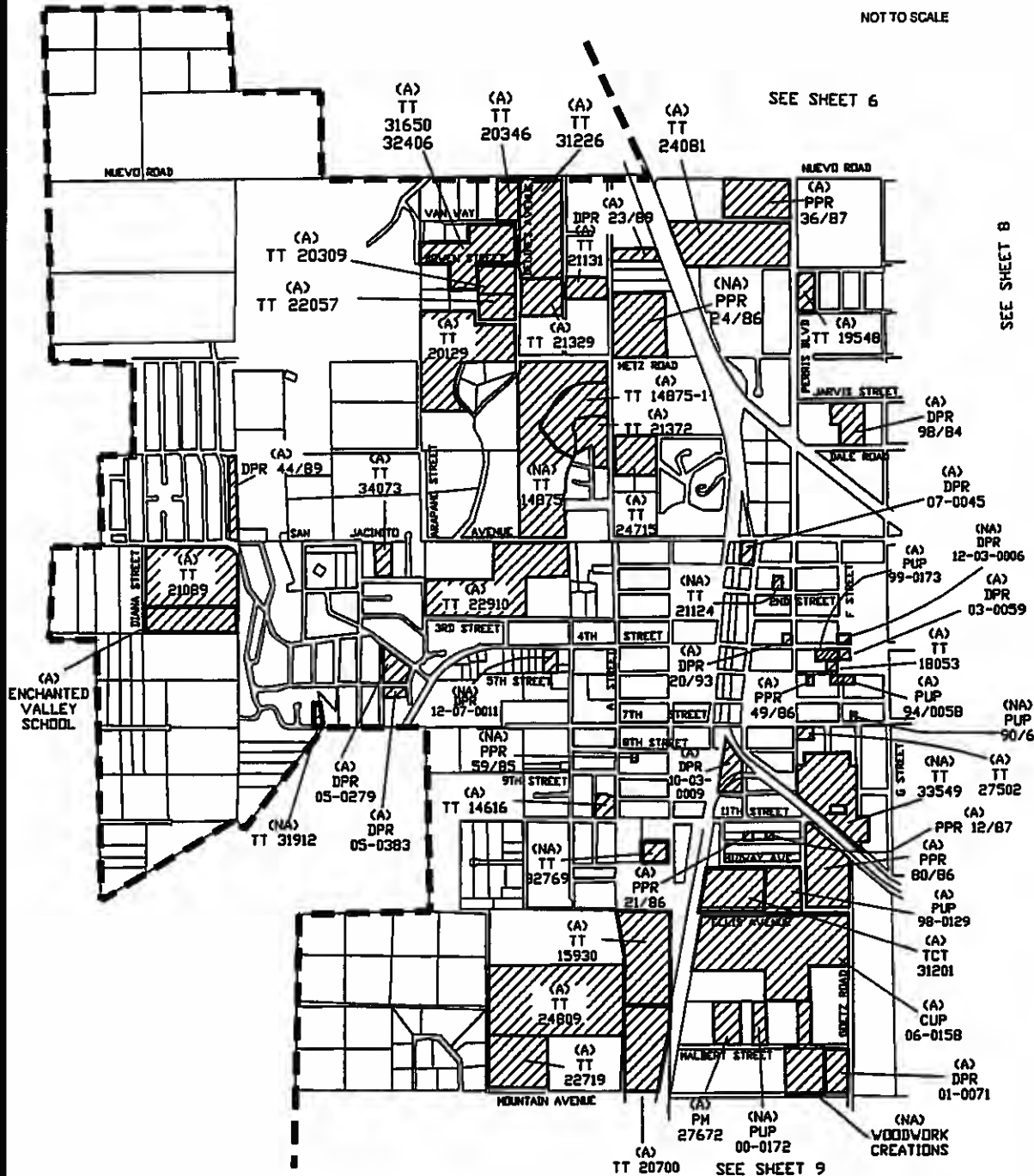
**DIAGRAM OF  
 MAINTENANCE DISTRICT NO. 84-1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015**



**DIAGRAM OF  
MAINTENANCE DISTRICT NO. 84-1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**



NOT TO SCALE



**DIAGRAM OF  
MAINTENANCE DISTRICT NO. 84-1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**



NOT TO SCALE

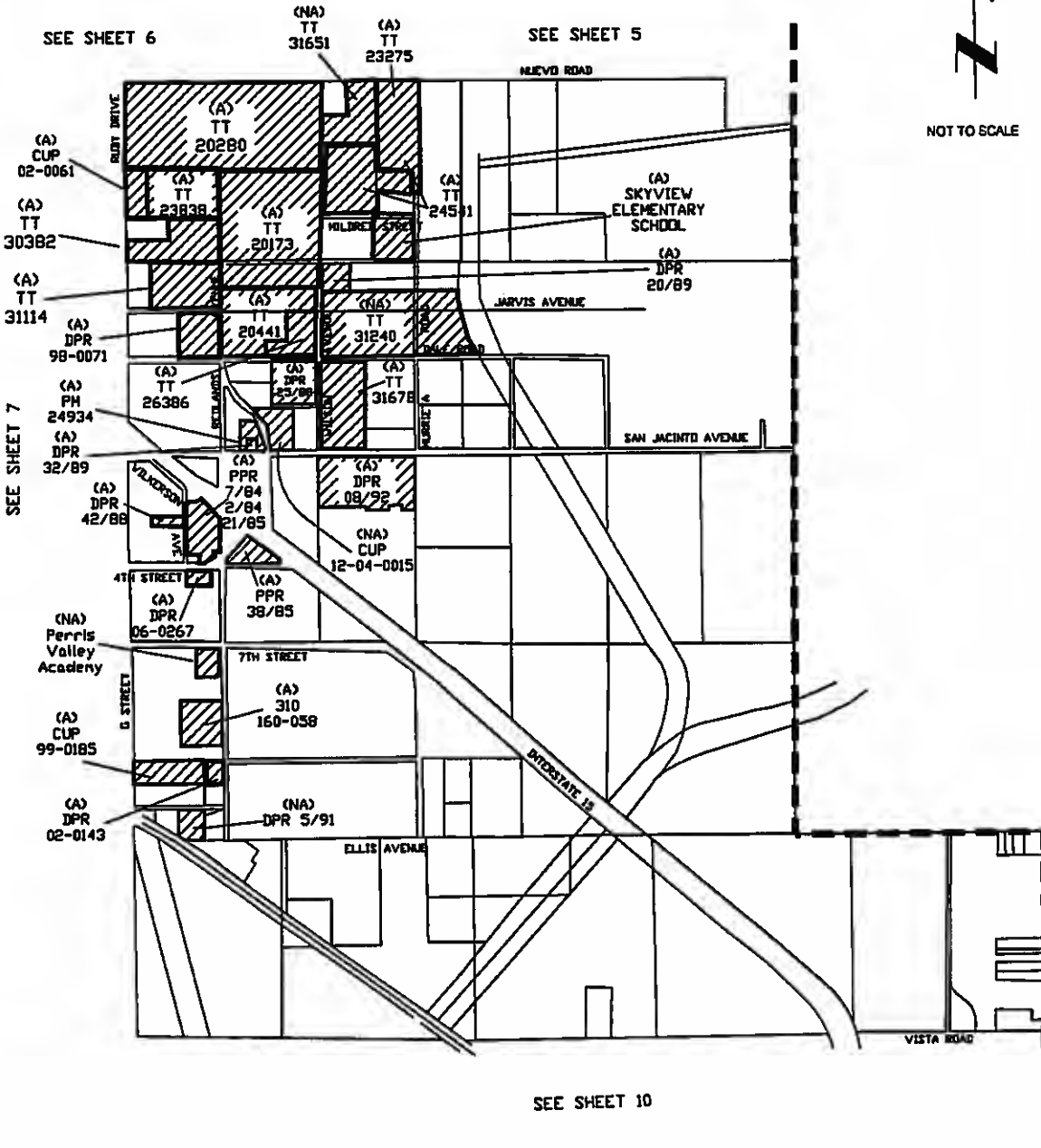
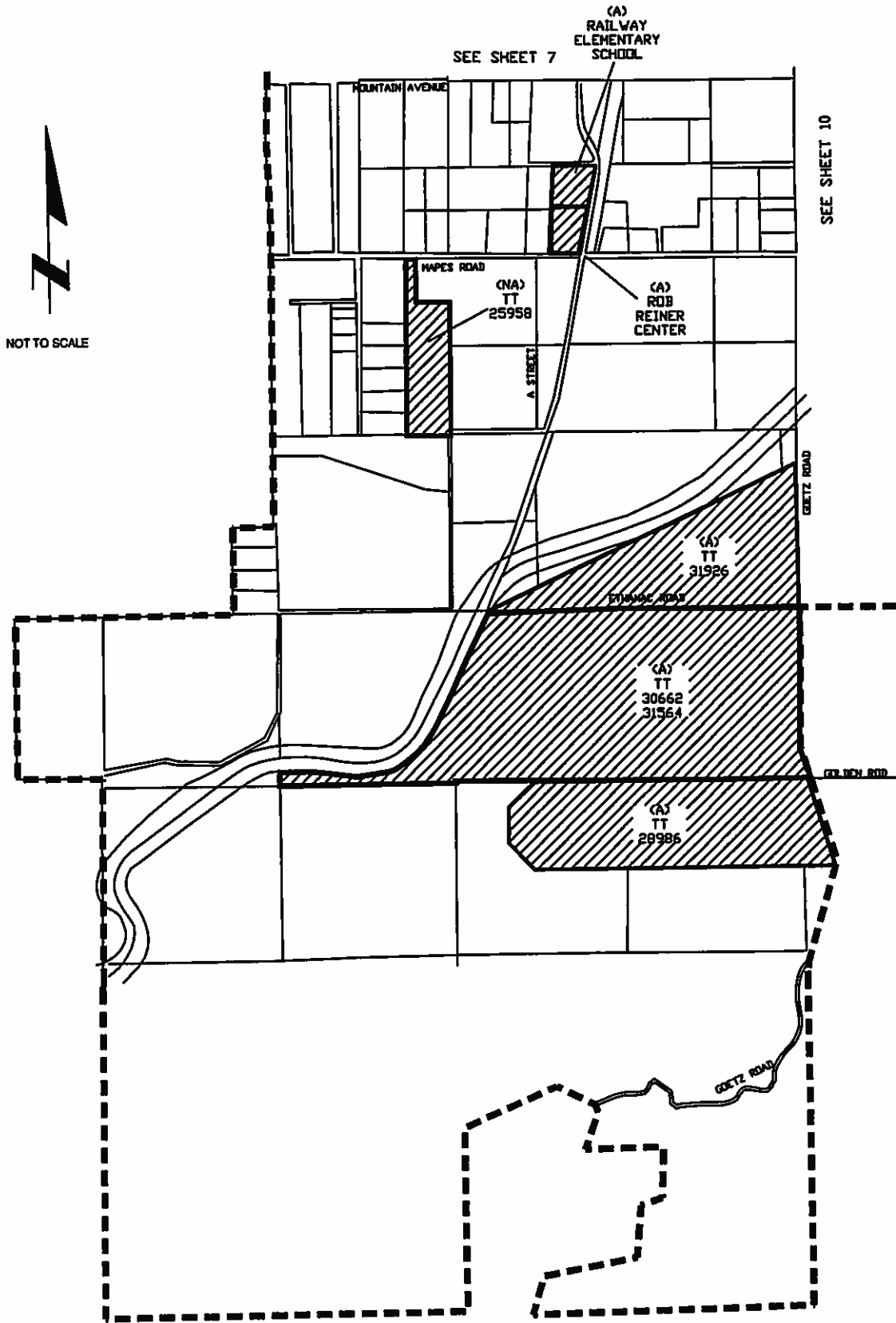


DIAGRAM OF  
MAINTENANCE DISTRICT NO. 84-1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015



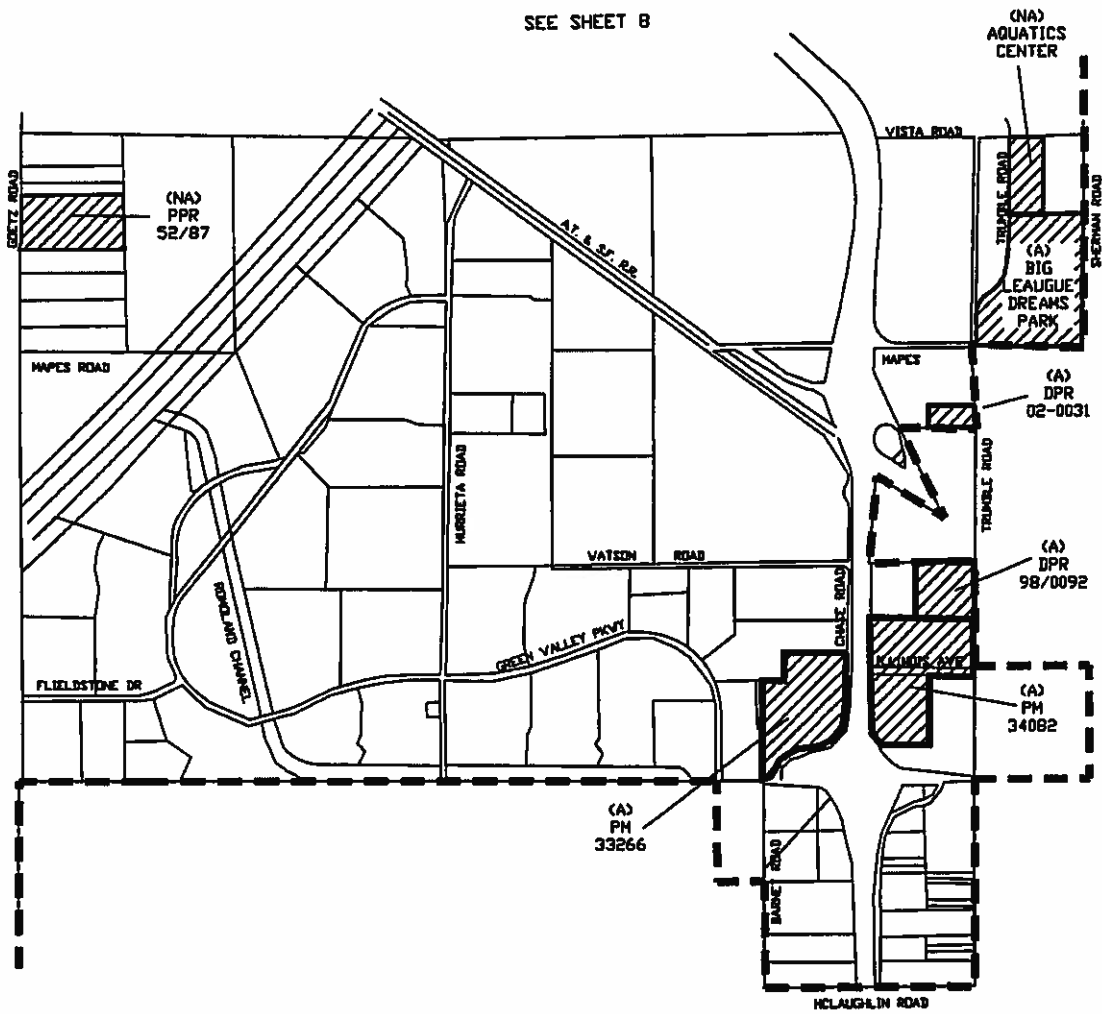
**DIAGRAM OF  
 MAINTENANCE DISTRICT NO. 84-1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015**



NOT TO SCALE

SEE SHEET B

SEE SHEET 9



**RESOLUTION NUMBER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015/2016 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT**

**WHEREAS**, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public landscaping and appurtenant facilities as set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Perris, California; and

**WHEREAS**, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Landscape Maintenance District Number 1 for the purpose of installing, constructing, operating and maintaining public landscaping and appurtenant facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

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

**Section 1.** That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Landscape Maintenance District Number 1 (the "District") for the maintenance, servicing and operation of public landscaping, all pursuant to the Landscaping and Lighting Act of 1972 (Division 15 of the California Streets and Highways Code).

**Section 2.** That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public landscaping, including:

- (a) Repair, removal or replacement of all or any part of the improvements thereon.
- (b) Required irrigation operation, repair and replacement.
- (c) Required electrical operation, repair and replacement.



**Section 3.** That the proposed maintenance district encompasses all that certain territory of the City of Perris included within the exterior boundary line shown upon that certain map entitled "Diagram of the City of Perris Landscape Maintenance District Number 1", indicating by said boundary line the extent of the territory included within the proposed district and which map is on file in the Office of the City Clerk. Reference is hereby made to said map for further, full and more particular description of said landscape maintenance district, and the said map so on file shall govern for all details as to the extent of said district.

**Section 4.** That the proceedings for the annual levy of the special benefit assessment are to be conducted under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

**Section 5.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Shepherd & Staats, Incorporated, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

**ADOPTED, SIGNED and APPROVED** this 31st day of March, 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 31st day of March, 2015, by the following called vote:

- Ayes:
- Noes:
- Absent:
- Abstain:

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

**DIAGRAM OF  
 LANDSCAPE MAINTENANCE DISTRICT NO. 1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015**



**LEGEND**



CITY BOUNDARY



MAINTENANCE DISTRICT, BENEFIT  
 ZONE AND DEVELOPMENT BOUNDARY

BZ 1

BENEFIT ZONE 1

(A)

ASSESSED

(NA)

NOT ASSESSED

CUP

CONDITIONAL USE PERMIT

DPR

DEVELOPMENT PLAN REVIEW

PM

PARCEL MAP

PPR

PLOT PLAN REVIEW

PUP

PUBLIC USE PERMIT

TT

TENTATIVE TRACT OR  
 TRACT

DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015

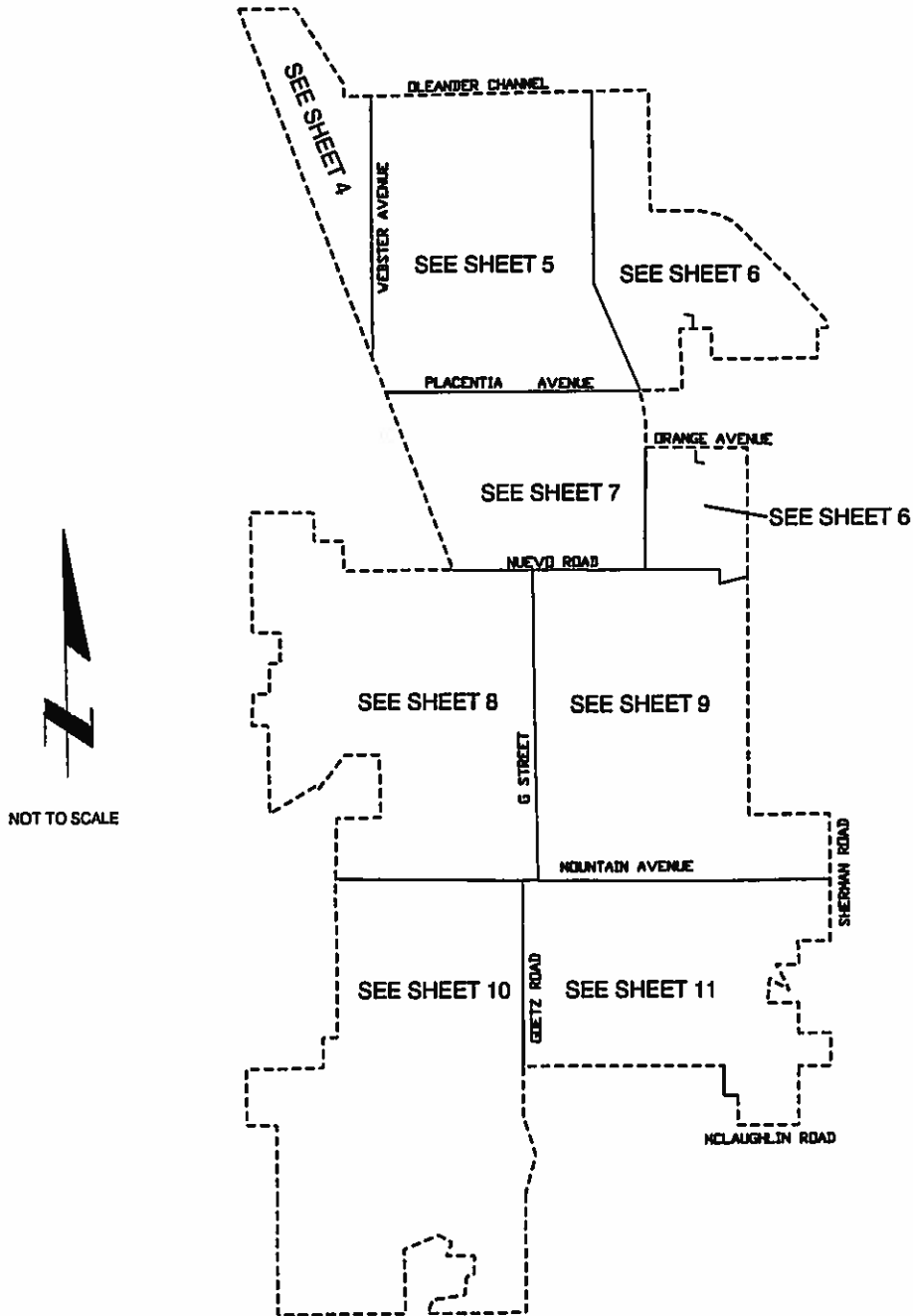
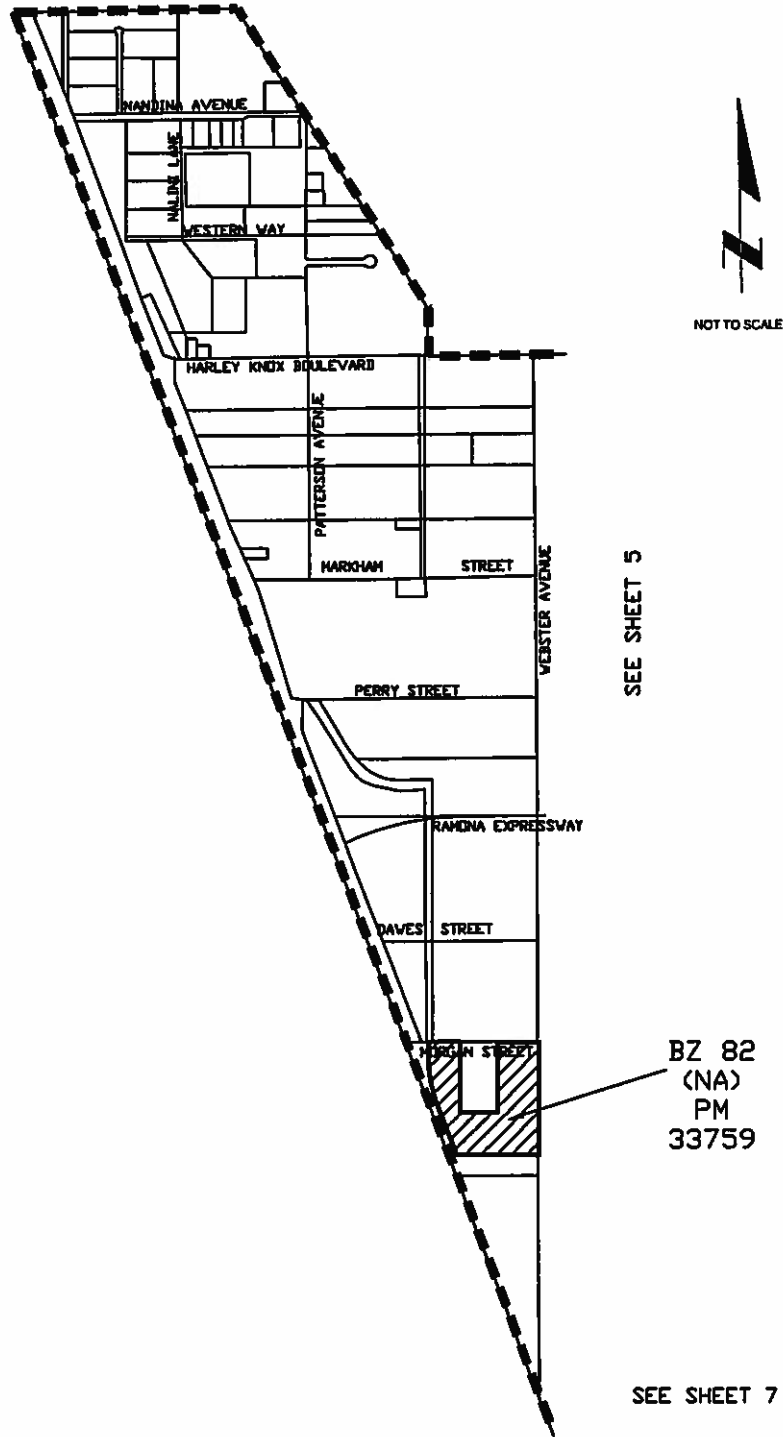


DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015

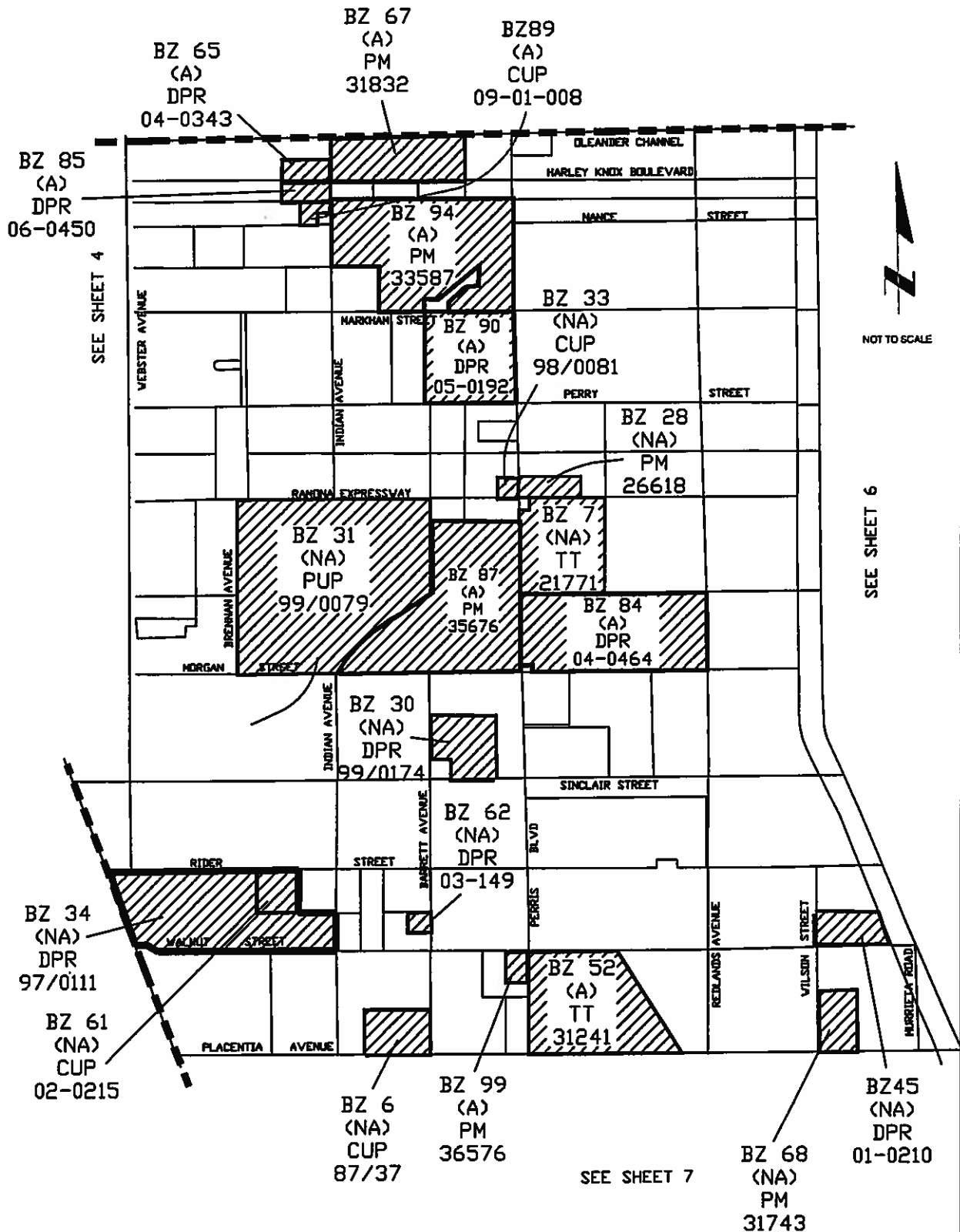
BENEFIT ZONE SHEET INDEX

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BZ 01 TT 20280 SHEET 9	BZ 53 TT 30662 SHEET 10
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BZ 03 TT 21131 SHEET 8	BZ 54 TT 31678 SHEET 9
BZ 04 TT 20280 SHEET 9	BZ 55 TT 31226 SHEET 8
BZ 05 TT 20538 SHEET 7	BZ 56 TT 31201 SHEET 8
BZ 06 CUP 87/97 SHEET 5	BZ 57 TT 31178 SHEET 6
BZ 07 TT 21771 SHEET 5	BZ 59 TT 29425 SHEET 6
BZ 08 TT 22719 SHEET 8	BZ 60 TT 30773 SHEET 6
BZ 09 TT 22248 SHEET 7	BZ 60 TT 31416 SHEET 6
BZ 10 SUPERCEDED BY BZ 38	BZ 61 CUP 02-0215 SHEET 5
BZ 11 TT 22988 SHEET 7	BZ 62 DPR 03-149 SHEET 5
BZ 12 TT 22988 SHEET 7	BZ 63 TT 32262 SHEET 6
BZ 13 TT 24081 SHEET 8	BZ 64 TT 33227 SHEET 6
BZ 14 TT 24541 SHEET 9	BZ 64 AMND TT 22832 SHEET 6
BZ 14 TT 23275 SHEET 9	BZ 64 AMND TT 22833 SHEET 6
BZ 15 TT 23825 SHEET 7	BZ 65 DPR 04-0343 SHEET 5
BZ 16 TT 23838 SHEET 9	BZ 66 TT 32793 & 33720 SHEET 6
BZ 17 TT 22910 SHEET 8	BZ 67 PM 31832 SHEET 5
BZ 18 TT 20645 SHEET 7	BZ 68 PM 31743 SHEET 5
BZ 18 TT 31683 SHEET 7	BZ 69 TT 32769 SHEET 8
BZ 19 TT 20173 SHEET 9	BZ 70 TT 32707 & 32708 SHEET 6
BZ 20 TT 24715 SHEET 8	BZ 71 TT 30780 SHEET 6
BZ 21 TT 20211 SHEET 7	BZ 72 TT 32249 SHEET 6
BZ 22 TT 24809 SHEET 8	BZ 73 TT 31660 SHEET 6
BZ 23 PM 26437 SHEET 7	BZ 74 TT 32428 SHEET 7
BZ 24 TT 24499 SHEET 6	BZ 75 TT 31926 SHEET 10
BZ 25 DPR 08/92 SHEET 9	BZ 76 DPR 04-0314 SHEET 7
BZ 26 TT 27502 SHEET 8	BZ 78 TT 31651 SHEET 9
BZ 27 PM 27544 SHEET 7	BZ 79 TT 31240 SHEET 9
BZ 28 PM 26618 SHEET 5	BZ 80 PM 33266 SHEET 11
BZ 29 SUPERCEDED BY BZ 86	BZ 81 PM 34082 SHEET 11
BZ 30 DPR 99/0174 SHEET 5	BZ 82 PM 33759 SHEET 4
BZ 31 PUP 99/0079 SHEET 5	BZ 83 TT 34073 SHEET 8
BZ 32 CUP 99-0185 SHEET 9	BZ 84 DPR 04-0464 SHEET 5
BZ 33 CUP 98/0081 SHEET 5	BZ 85 DPR 06-0450 SHEET 5
BZ 34 DPR 97/0111 SHEET 5	BZ 86 CUP 06-0158 SHEET 8
BZ 35 TT 29654 SHEET 6	BZ 87 PM 35676 SHEET 5
BZ 35 TT 29993 SHEET 6	BZ 88 TT 33549 SHEET 8
BZ 35 TT 29994 SHEET 6	BZ 89 CUP 09-01-008 SHEET 5
BZ 36 TT 28986 SHEET 10	BZ 90 DPR 05-0192 SHEET 5
BZ 37 TT 24111 SHEET 7	BZ 91 AQUATICS CENTER SHEET 11
BZ 38 TT 22831 SHEET 6	BZ 92 DPR 07-0045 SHEET 8
BZ 39 TT 30382 SHEET 9	BZ 93 CUP 12-06-0012 SHEET 8
BZ 40 TT 30144 SHEET 7	BZ 94 PM 33587 SHEET 5
BZ 41 TT 26386 SHEET 9	BZ 95 DPR 12-07-0011 SHEET 8
BZ 42 TT 30380 SHEET 6	BZ 97 PM 34131 SHEET 7
BZ 43 DPR 01-0051 SHEET 7	BZ 98 CUP 12-04-0015 SHEET 9
BZ 44 DPR 02-0031 SHEET 11	BZ 99 PM 36576 SHEET 5
BZ 45 DPR 01-0210 SHEET 5	BZ 100 DPR 12-03-0006 SHEET 8
BZ 46 DPR 98-0071 SHEET 9	
BZ 47 WOODWORK CREATIONS SHEET 8	
BZ 48 PUP 99-0126 SHEET 7	
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BZ 50 TT 30518 SHEET 6	
BZ 51 TT 31114 SHEET 9	

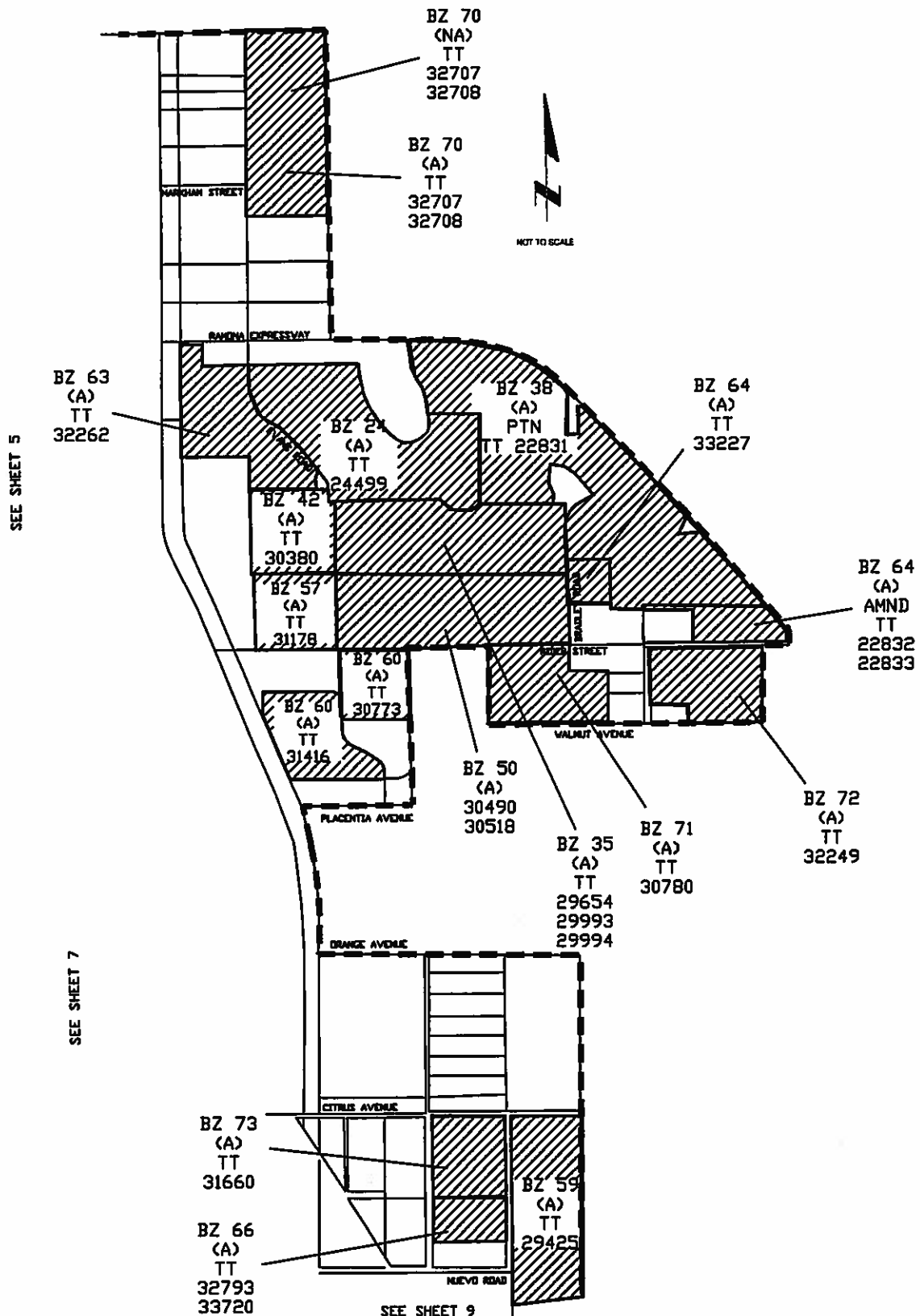
DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**





**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**



NOT TO SCALE

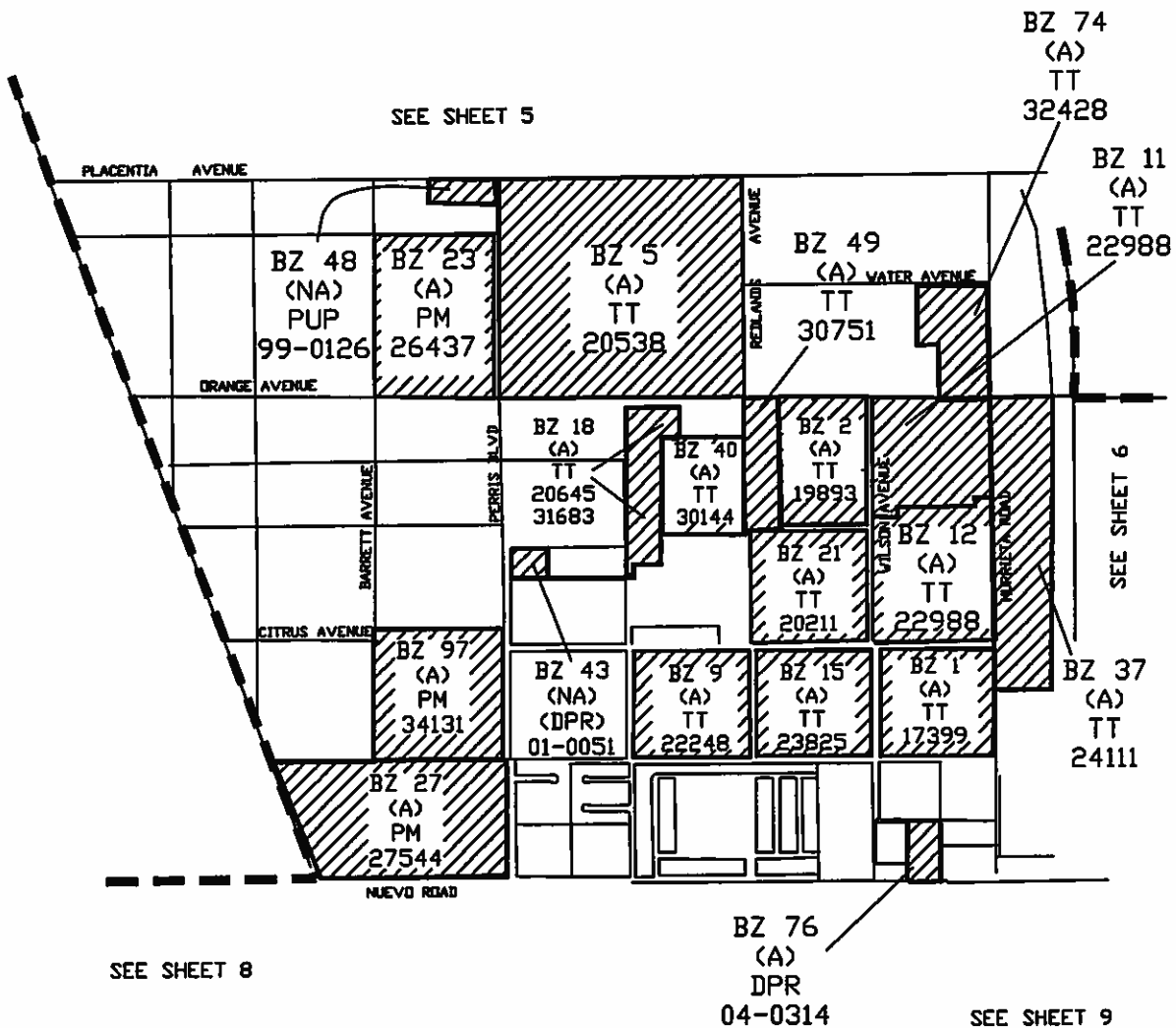
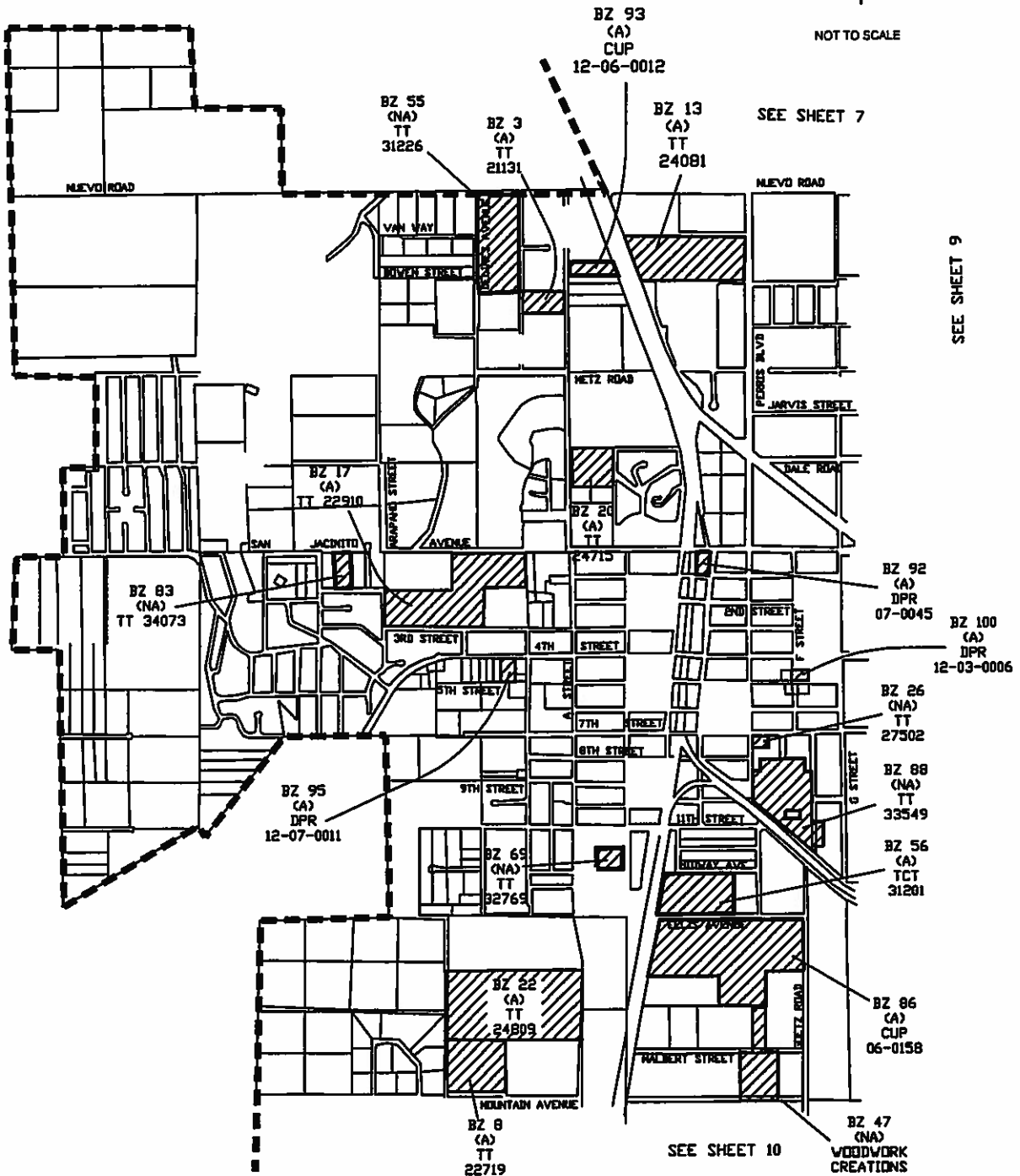


DIAGRAM OF  
 LANDSCAPE MAINTENANCE DISTRICT NO. 1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**

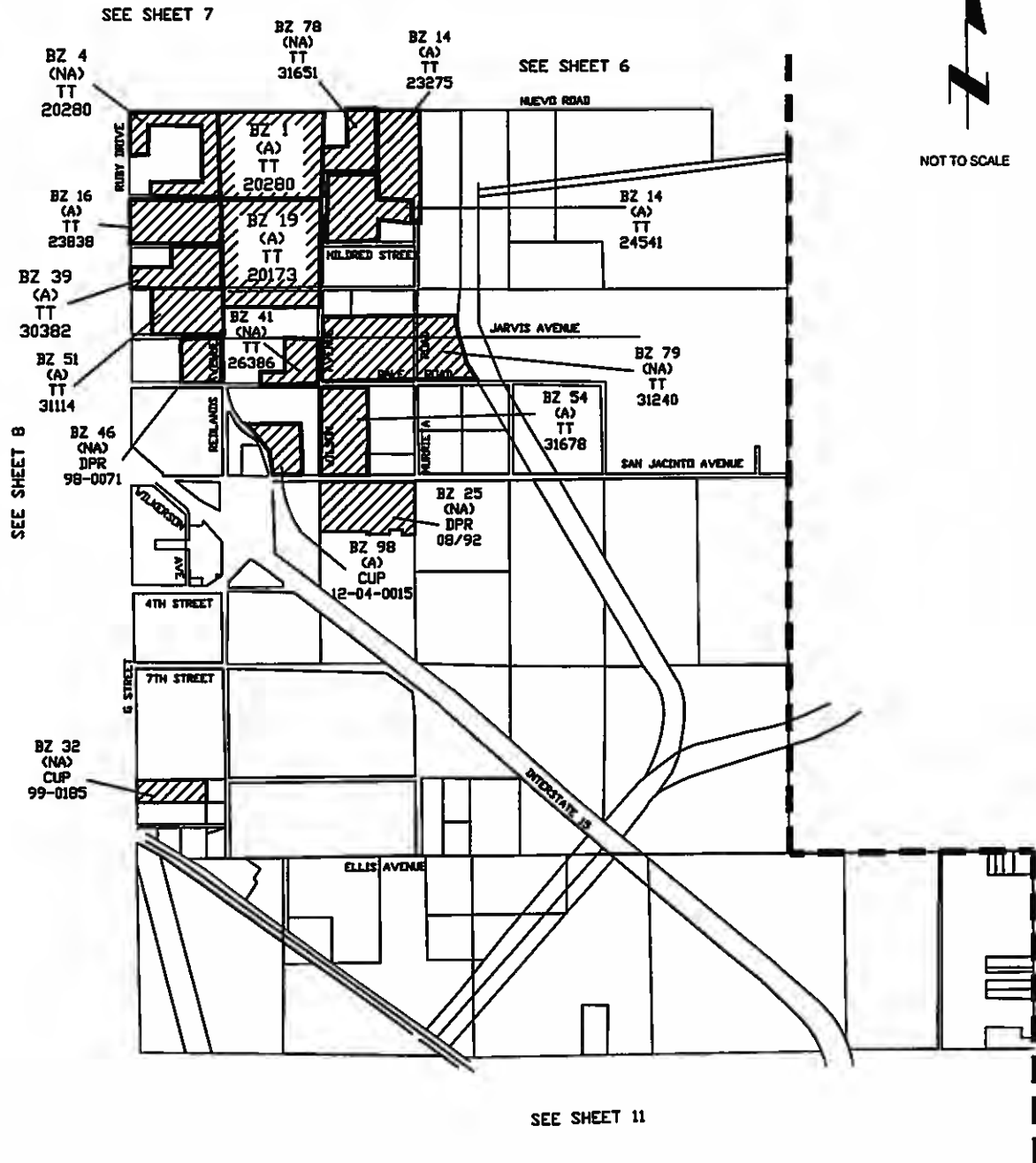
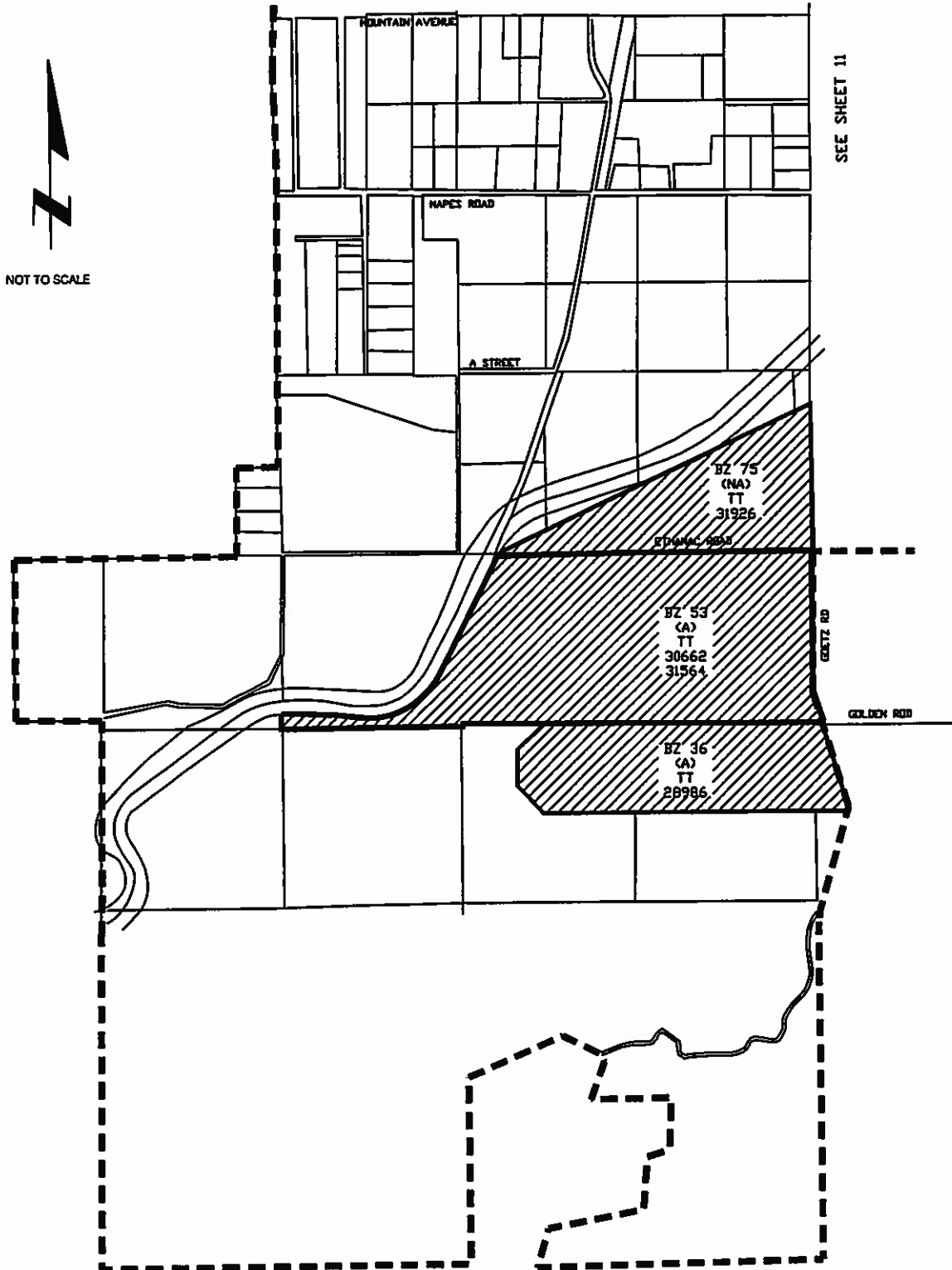


DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015

SEE SHEET 8



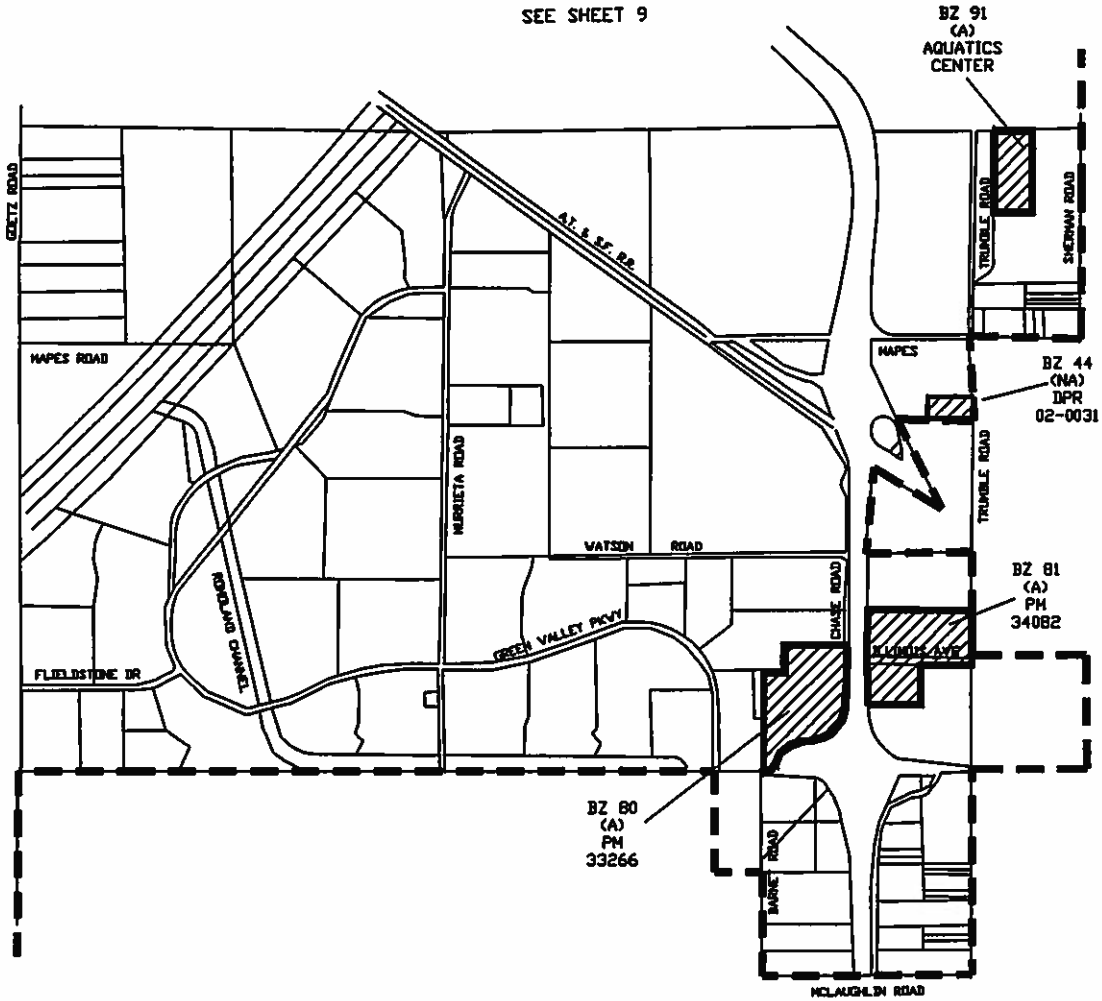
**DIAGRAM OF  
 LANDSCAPE MAINTENANCE DISTRICT NO. 1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015**



NOT TO SCALE

SEE SHEET 9

SEE SHEET 10



**RESOLUTION NUMBER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2015/2016 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT**

**WHEREAS**, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public flood control improvements, drainage, interior streets, and appurtenant facilities as set forth in Section 54710 of the Government Code, State of California, within the incorporated boundaries of the City of Perris, California; and

**WHEREAS**, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Flood Control Maintenance District Number 1 for the purpose of installing, constructing, operating and maintaining public flood control improvements, drainage, interior streets, and appurtenant facilities authorized by Section 54710 of the Government Code, State of California.

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

**Section 1.** That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Flood Control Maintenance District Number 1 (the "District") for the maintenance, servicing and operation of public flood control improvements, drainage, interior streets, and appurtenant facilities, all pursuant to the Benefit Assessment Act of 1982 (Chapter 6.4, Division 2, Title 5 of the California Government Code).

**Section 2.** That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public flood control improvements, drainage, interior streets and appurtenant facilities.

**Section 3.** That the proceedings for the annual levy of the special benefit assessment are to be conducted under and in accordance with provisions of Chapter 6.4, Division 2, Title 5 of the California Government Code (Benefit Assessment Act of 1982) of the State of California.

**Section 4.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed purpose of preparing the written report for the annual levy of the benefit assessment as provided for in Chapter 6.4, Division 2, Title 5 of the California Government Code (Benefit Assessment Act of 1982) of the State of California, and is hereby directed to prepare and file such report with the City Clerk.

**ADOPTED, SIGNED and APPROVED** this 31st day of March, 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 31st day of March, 2015, by the following called vote:

- Ayes:
- Noes:
- Absent:
- Abstain:

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

DIAGRAM OF  
 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015



**LEGEND**



CITY BOUNDARY



MAINTENANCE DISTRICT, BENEFIT  
 ZONE AND DEVELOPMENT BOUNDARY

FC 1

FLOOD CONTROL BENEFIT ZONE 1

(A)

ASSESSED

(NA)

NOT ASSESSED

CUP

CONDITIONAL USE PERMIT

DPR

DEVELOPMENT PLAN REVIEW

PM

PARCEL MAP

PPR

PLOT PLAN REVIEW

PUP

PUBLIC USE PERMIT

TT

TENTATIVE TRACT OR  
 TRACT



DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015

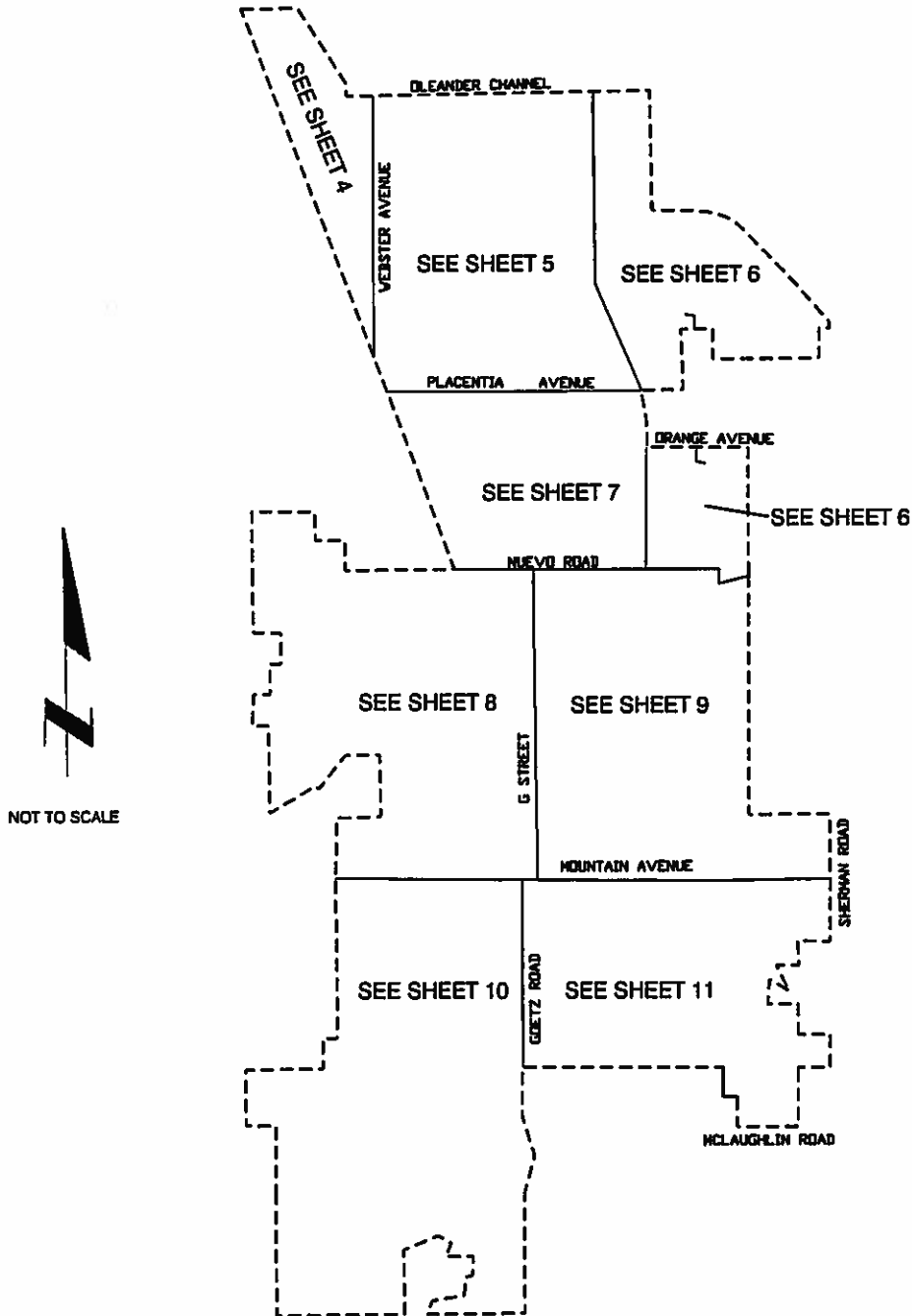


DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015

FLOOD CONTROL SHEET INDEX

FC 01 TT 19893 SHEET 7	FC 36 TRIPLE CROWN ELEMENTARY SHEET 7
FC 02 TT 20538 SHEET 7	FC 37 DPR 04-0343 SHEET 5
FC 03 TT 24499 SHEET 6	FC 38 SKYVIEW ELEMENTARY SCHOOL SHEET 9
FC 04 TT 24715 SHEET 8	FC 39 DPR 05-0192 SHEET 5
FC 05 TT 24809 SHEET 8	FC 40 TT 32793 & 33720 SHEET 6
FC 06 PM 27544 SHEET 7	FC 41 PM 31832 SHEET 5
FC 07 PM 26618 SHEET 5	FC 42 PM 31743 SHEET 5
FC 08 DPR 98/94 SHEET 8	FC 43 TT 32769 SHEET 8
FC 09 DRP 99/0174 SHEET 5	FC 44 TT 32707 & 32708 SHEET 6
FC 10 PUP 99/0079 SHEET 5	FC 45 TT 30780 SHEET 6
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FC 13 DRP 97/0111 SHEET 5	FC 48 CUP 06-0158 SHEET 8
FC 14 TT 30380 SHEET 6	FC 49 TT 31660 SHEET 6
FC 14 TT 29654 SHEET 6	FC 50 TT 32428 SHEET 7
FC 14 TT 29993 SHEET 6	FC 51 TT 31926 SHEET 10
FC 14 TT 29994 SHEET 6	FC 52 PM 35676 SHEET 5
FC 14 TT 22831 SHEET 6	FC 53 TT 31650 & 32406 SHEET 8
FC 15 TT 28986 SHEET 10	FC 54 TT 31651 SHEET 9
FC 16 TT 24111 SHEET 7	FC 55 TT 31240 SHEET 9
FC 17 TT 30382 SHEET 9	FC 56 PM 33266 SHEET 11
FC 18 TT 30144 SHEET 7	FC 57 PM 34082 SHEET 11
FC 18 TT 31683 SHEET 7	FC 58 TT 34073 SHEET 8
FC 19 TT 26386 SHEET 9	FC 59 DPR 05-0279 SHEET 8
FC 20 DPR 98-0071 SHEET 9	FC 60 DPR 04-0314 SHEET 7
FC 21 TT 30751 SHEET 7	FC 61 PM 34199 SHEET 4
FC 22 TT 30490 SHEET 6	FC 63 PM 31677 SHEET 5
FC 22 TT 30518 SHEET 6	FC 64 DPR 04-0464 SHEET 5
FC 23 TT 31114 SHEET 9	FC 65 DPR 06-0365 SHEET 5
FC 24 TT 31241 SHEET 5	FC 66 TT 33549 SHEET 8
FC 25 TT 30662 SHEET 10	FC 67 DPR 10-03-0009 SHEET 8
FC 25 TT 31654 SHEET 10	FC 68 DPR 10-03-0009 SHEET 8
FC 26 TT 31678 SHEET 9	FC 69 DPR 07-0045 SHEET 8
FC 27 TT 31226 SHEET 8	FC 70 AQUATICS CENTER SHEET 11
FC 28 TT 31201 SHEET 8	FC 71 PM 33587 SHEET 5
FC 29 TT 31178 SHEET 6	FC 73 PM 34131 SHEET 7
FC 31 TT 29425 SHEET 6	FC 74 CUP 12-04-0015 SHEET 9
FC 32 TT 30773 SHEET 6	
FC 32 TT 31416 SHEET 6	
FC 33 DPR 01/0123 SHEET 5	
FC 34 TT 32262 SHEET 6	
FC 35 TT 33227 SHEET 6	
FC 35 AMND 22832 SHEET 6	
FC 35 AMND 22833 SHEET 6	

DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015

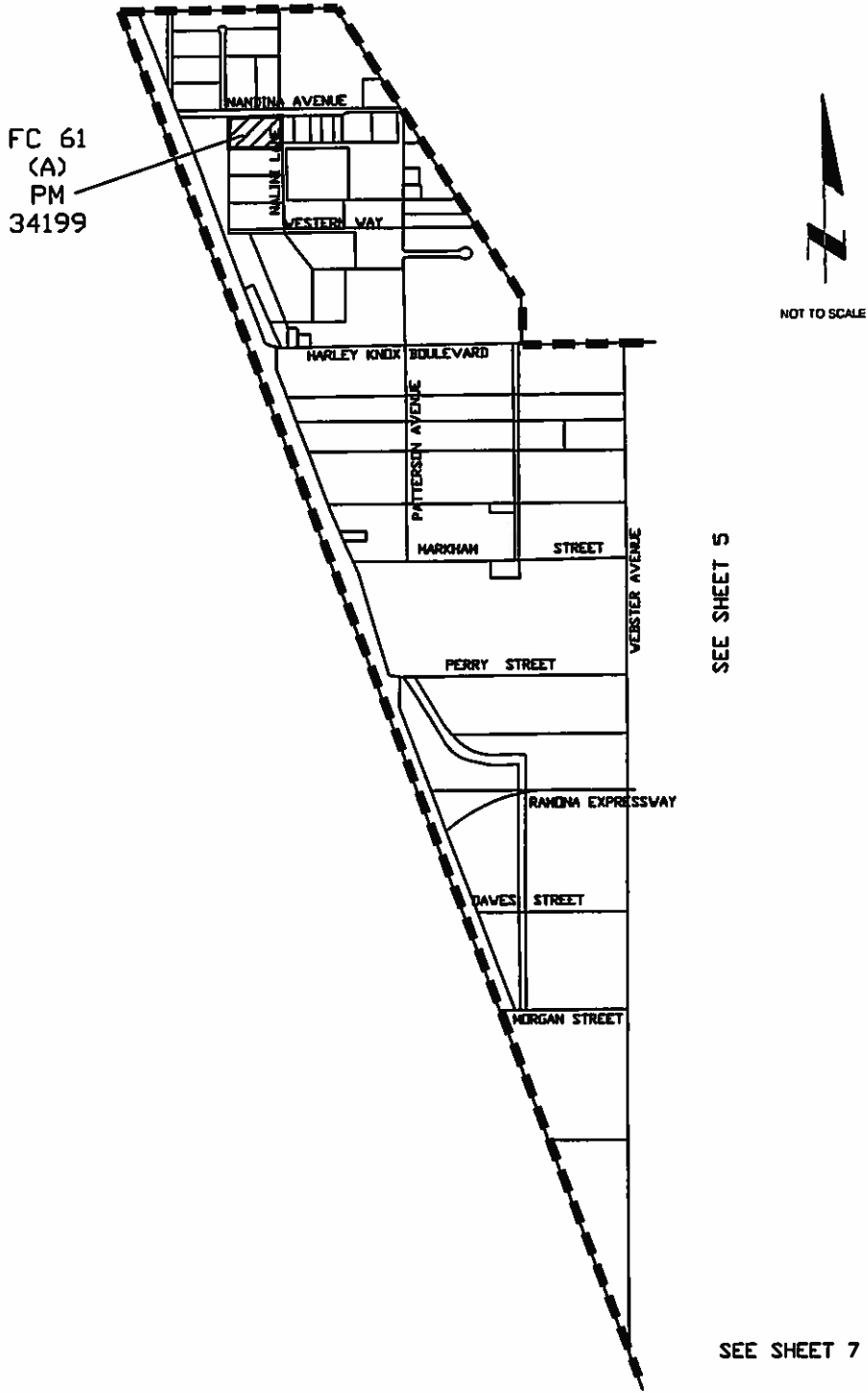
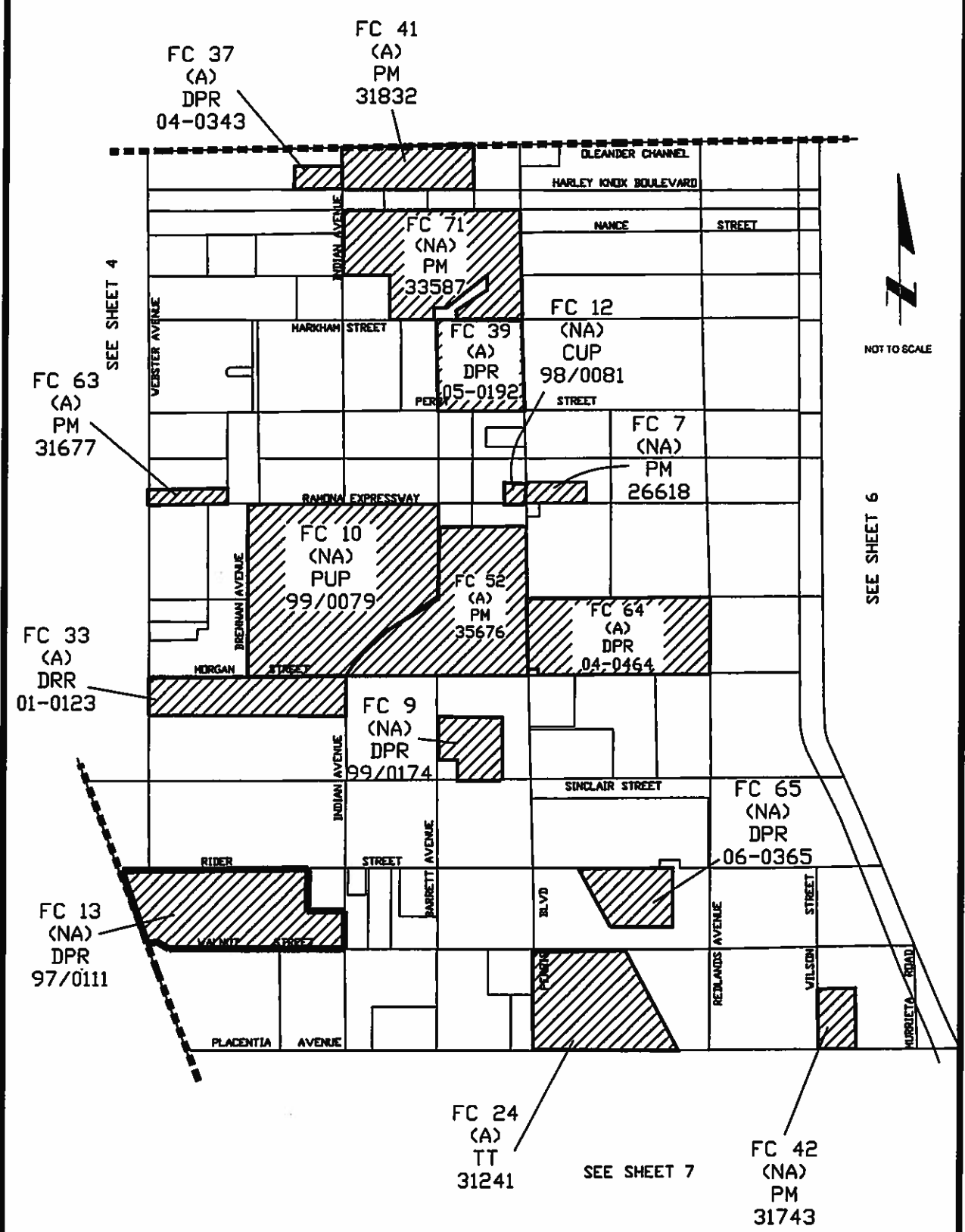
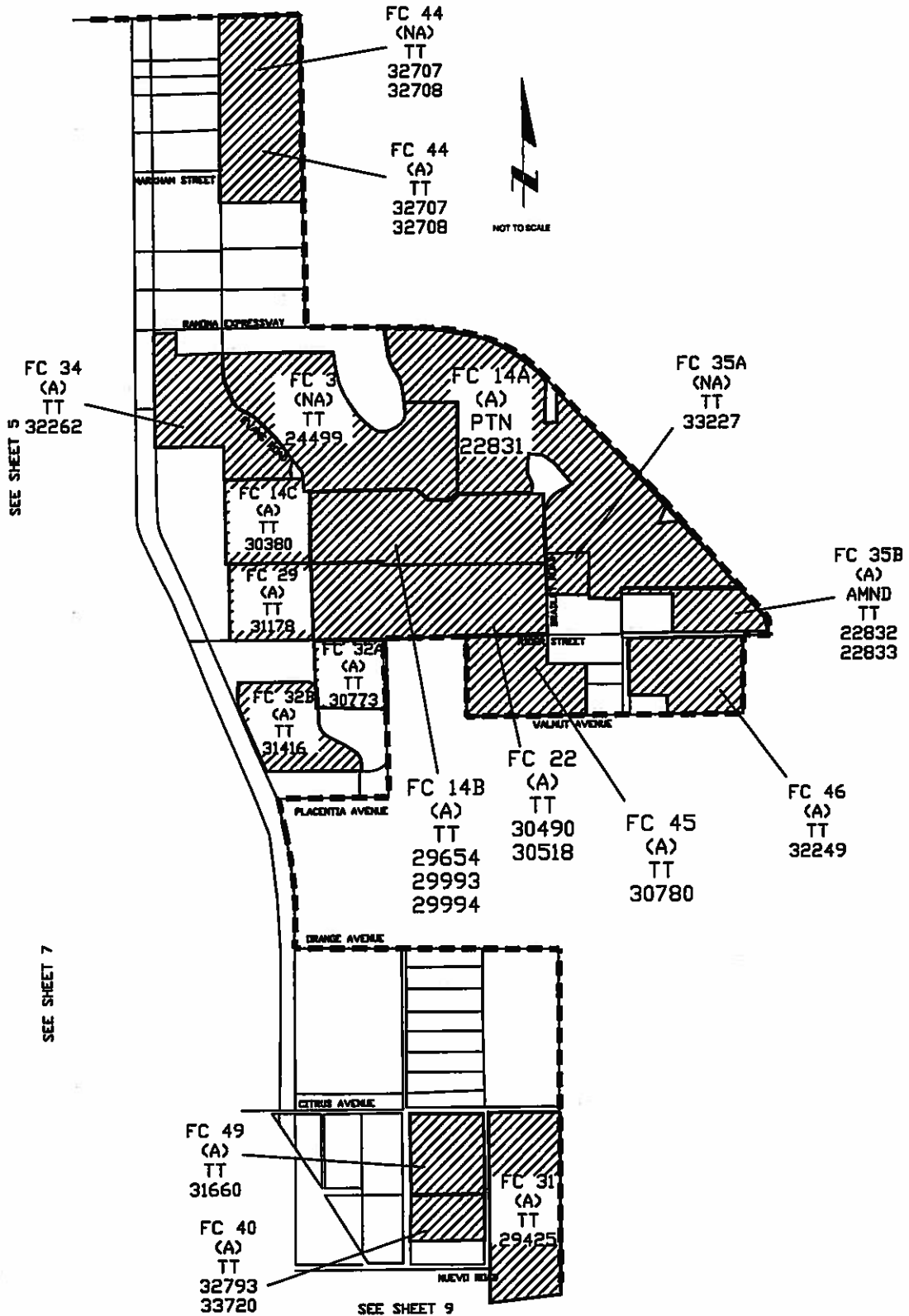


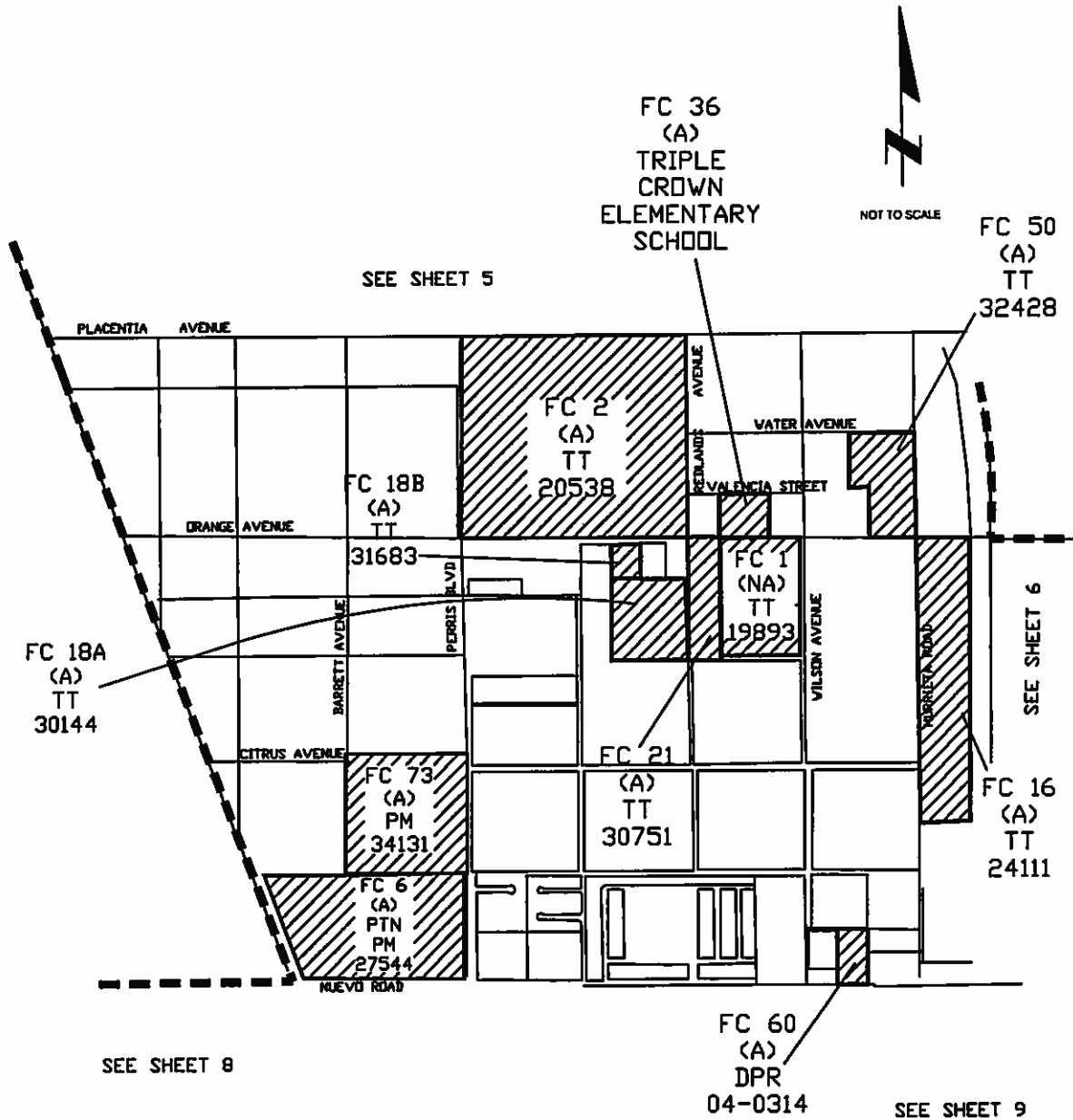
DIAGRAM OF  
 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015



**DIAGRAM OF  
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CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**



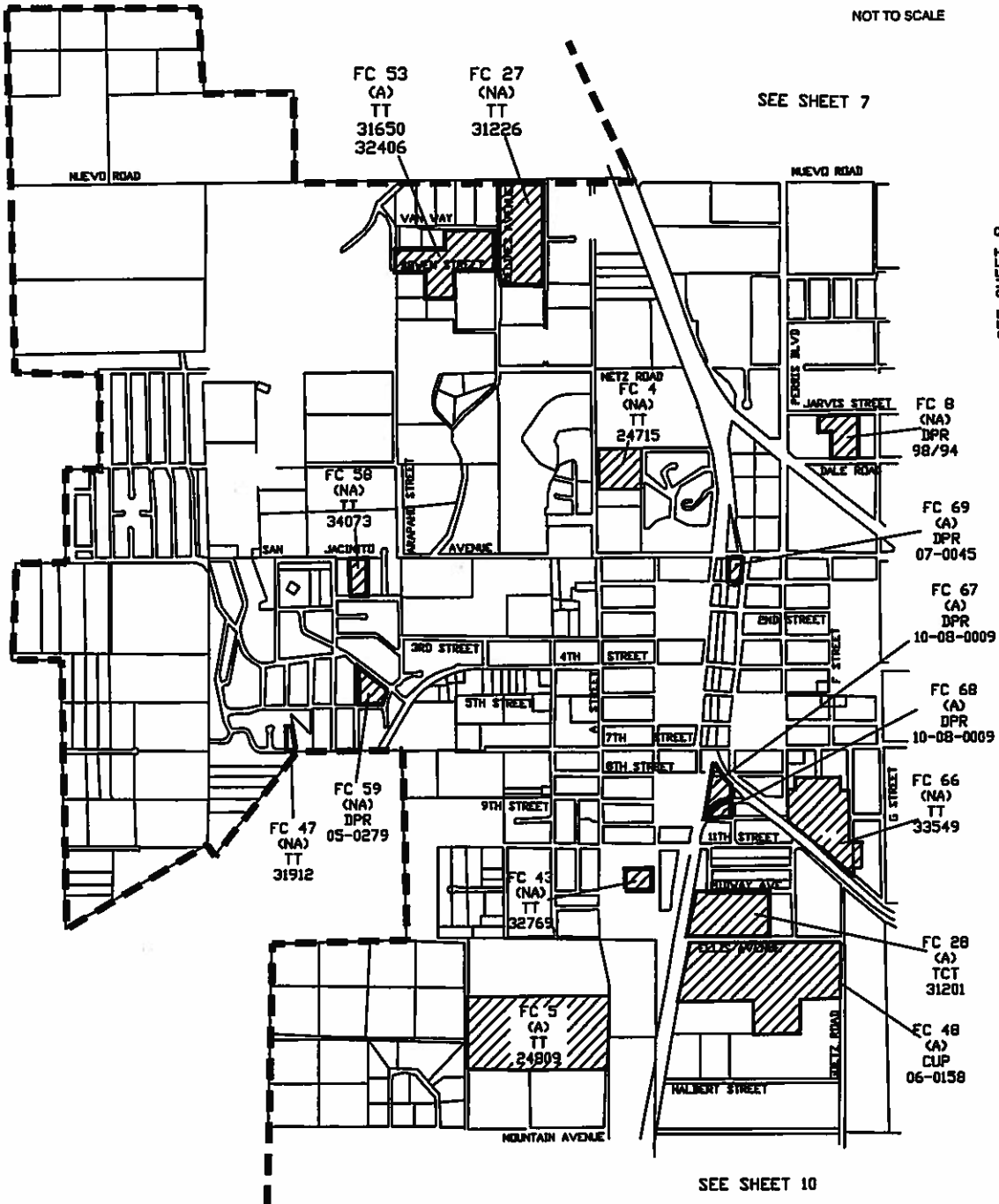
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CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015**



NOT TO SCALE



SEE SHEET 7

SEE SHEET 9

SEE SHEET 10

**DIAGRAM OF  
 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015**



NOT TO SCALE

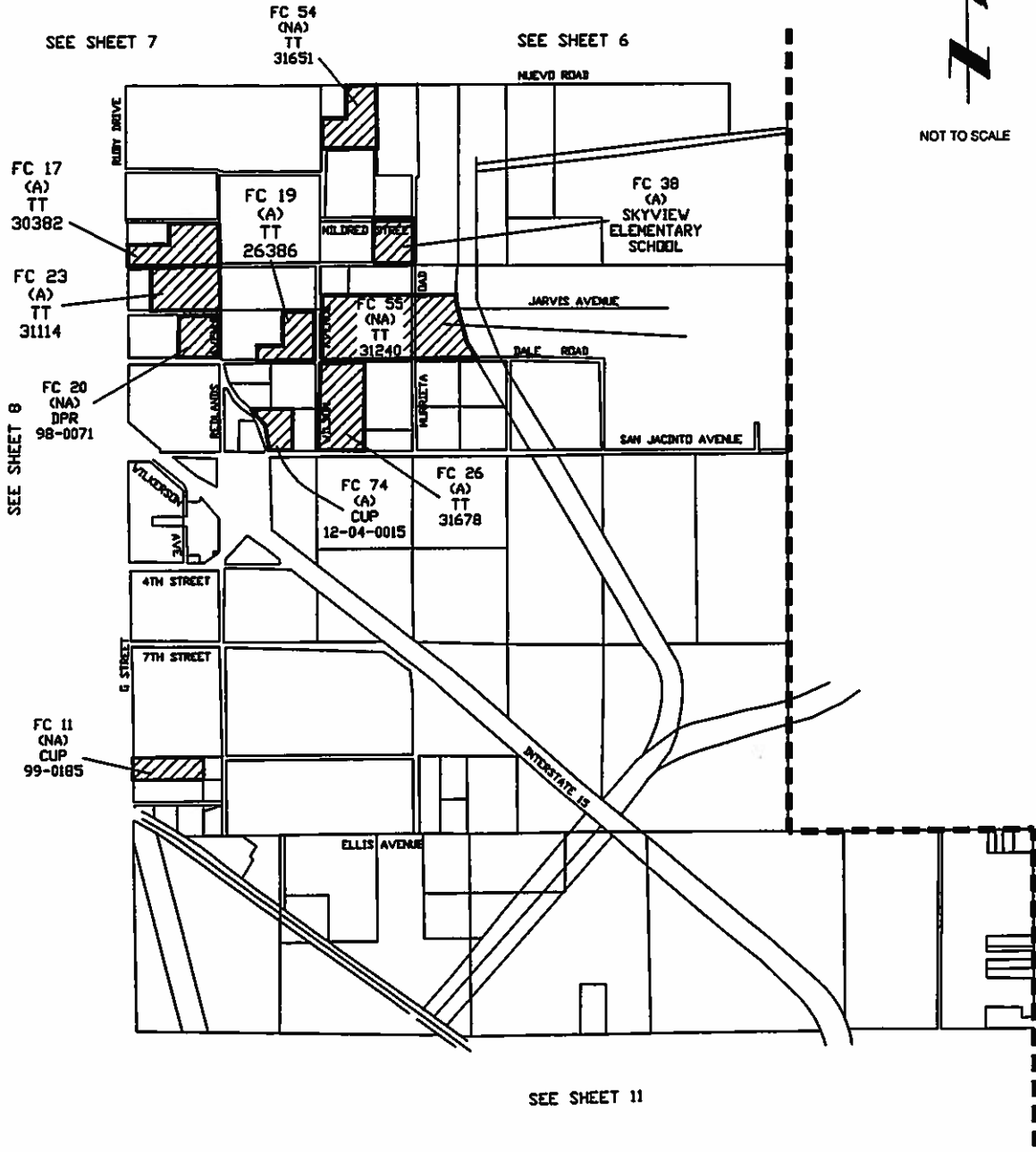
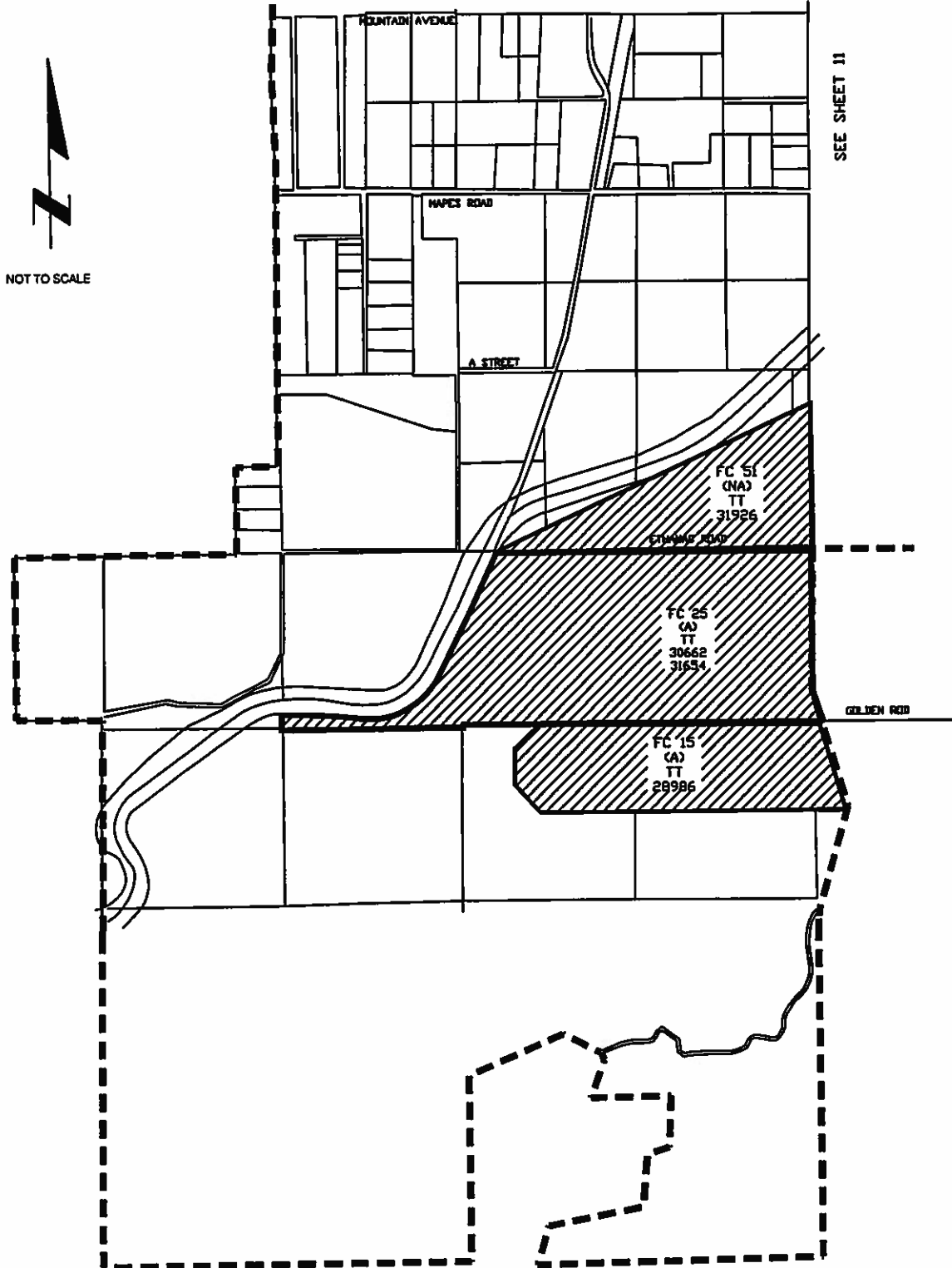




DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2014/2015

SEE SHEET 8



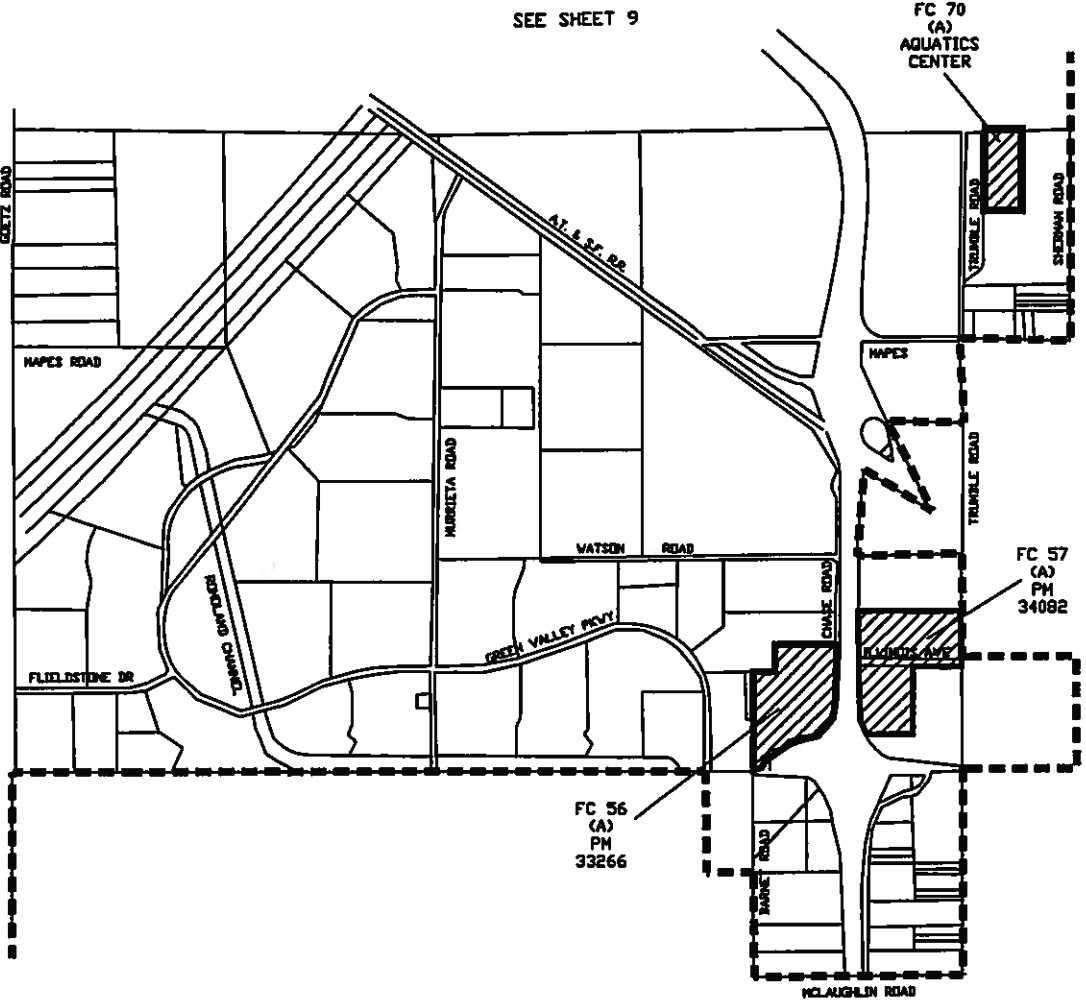
**DIAGRAM OF  
 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 FISCAL YEAR 2014/2015**



NOT TO SCALE

SEE SHEET 9

SEE SHEET 10



CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date March 31, 2015

SUBJECT: Annexation of a Portion of Block 12, Wise & Knights Subdivision  
to Maintenance District No. 84-1

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex a Portion of Block 12, Wise & Knights Subdivision to Maintenance District No. 84-1 and setting a public hearing date of May 26, 2015

CONTACT: Habib Motlagh, City Engineer

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BACKGROUND/DISCUSSION: This annexation includes two projects being developed on the northwest corner of 4<sup>th</sup> Street and Park Avenue. A pharmacy (0.56 acres) is being developed by Sunland Real Estate, LLC and Junior's Market (0.55 acres) is being developed/upgraded by Oscar Hernandez. As a condition of approval, these projects are required to annex into MD 84-1.

This district was formed to finance the annual maintenance of streetlights and traffic signals installed in conjunction with new development. Two streetlights that will be maintained under MD 84-1 benefit these projects. The project also specifically benefits from traffic signals located in the area.

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BUDGET (or FISCAL) IMPACT:

The maximum annual assessment is \$108.76 for the pharmacy and \$106.91 for Junior's Market, plus inflation factors not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, and 2) the Southern California Edison rate increase(s) effective in subsequent years.

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Reviewed by:

Assistant City Manager RC

City Attorney \_\_\_\_\_

Attachments: 1. Resolution Ordering Preparation of the Engineer's Report  
2. Engineer's Report  
3. Resolution Preliminarily Approving Engineer's Report  
4. Resolution of Intention to Annex a Portion of Block 12, Wise & Knights Subdivision to Maintenance District No. 84-1

Consent:

**RESOLUTION NUMBER**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION INTO MAINTENANCE DISTRICT NUMBER 84-1***

**WHEREAS**, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation of streetlights, traffic signals and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof all within the boundaries of a Portion of Block 12, Wise & Knights Subdivision and the incorporated boundaries of the City of Perris, California; and

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

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

***Section 1.*** That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the streetlights, traffic signals and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California,

***Section 2.*** That a Portion of Block 12, Wise & Knights Subdivision be defined as that area to be annexed to the City of Perris Maintenance District Number 84-1.

***Section 3.*** That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of a Portion of Block 12, Wise & Knights Subdivision to Maintenance District Number 84-1, City of Perris, County of Riverside, State of California."

**Section 4.** That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

**Section 5.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Shepherd & Staats, Incorporated, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

**Section 6.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

**Section 7.** That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

**Section 8.** That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

**ADOPTED, SIGNED and APPROVED** this 31<sup>st</sup> day of March, 2015.

---

Mayor, Daryl R. Busch

ATTEST:

---

City Clerk, Nancy Salazar

**RESOLUTION NUMBER**

*Page 3*

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31<sup>st</sup> day of March, 2015, by the following called vote:

Ayes:

Noes:

Absent:

Abstain:

---

City Clerk, Nancy Salazar

**AGENCY: City of Perris**

**PROJECT: Annexation of a Portion of Block 12, Wise & Knights Subdivision  
To Maintenance District No. 84-1**

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

**REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"**

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2015 to June 30, 2016, for that area to be known and designated as:

**"Annexation of a Portion of Block 12, Wise & Knights Subdivision  
to Maintenance District No. 84-1"**

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

Executed this 31<sup>st</sup> day of March, 2015

---

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 26<sup>th</sup> day of May 2015, by adoption of Resolution No. \_\_\_\_\_ of the City Council.

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

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 31<sup>st</sup> day of March 2015.

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

## Report

**PART 1. Plans and Specifications.** Generally, the work to be performed consists of the annual energy and maintenance costs for 2 new streetlights. The street lights to be maintained are identified on the plans and specifications being prepared by Civil Consulting that are entitled "Edison Under Ground and Street Light Plan, Portion of Block 12, Wise & Knights Subdivision, APN 313-141-006 and 313-141-016, 520 & 524 West 4<sup>th</sup> Street, Perris, CA".

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

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

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

The estimated annual cost for maintenance of the facilities is listed on the following page.

Street lighting and the orderly circulation of traffic directly benefits the area to be annexed to MD 84-1. Any share of the benefits received that does not provide a special benefit to the assessed properties is a general benefit provided by the improvements. The cost of the general benefit is not to be assessed to the properties in the district.

The cost of the general benefit is to be contributed by the City. This cost for lights is equal to the unit cost difference between a 9,500 lumen light and a 22,000 (or greater) lumen light. A 9,500 lumen light is the standard required on a local street. Other streets require a standard greater than 9,500 lumens in order to service a capacity greater than the local traffic.

Reference is made to the FY 2014/2015 annual proceedings for Maintenance District No. 84-1, as confirmed and set forth in Resolution 4745 approved on July 8, 2014. Under these proceedings, the benefit for the annual maintenance of streetlight and traffic signals is equal to \$46.28 per Benefit Unit, or single family home. For the purposes of this report, this assessment determines the net specific street light and traffic signal benefit.



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

<u>Facility</u>	<u>Quantity</u>	<u>Annual Cost</u>	<u>Total Cost</u>
<b>Street Lights</b>			
9500 Lumen	0	\$152.76	\$00.00
22000 Lumen	2	199.08	398.16
<b>Incidental Costs</b>			79.63
<b>City Contribution for Street Lights</b>	2	-46.32	-92.64
<b>Resolution 4745 Adjustment</b>			-169.48
<b>Balance to Assessment</b>			\$215.67

Reference is made to the FY 2014/2015 annual proceedings for Maintenance District No. 84-1, as confirmed and set forth in Resolution 4745 approved on July 8, 2014. Under these proceedings, the benefit for the annual maintenance of streetlight and traffic signals is equal to \$46.28 per Benefit Unit, or single family home. For the purposes of this report, this assessment determines the net specific street light and traffic signal benefit.

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

Zero costs will be incurred by the area within this annexation for the fiscal year commencing July 1, 2015 to June 30, 2016.

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

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

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

$$\frac{\text{Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$215.67}{1.11 \text{ AC}} = \$46.28 \text{ per Benefit Unit}$$

Plus inflation factors not to exceed:

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

The improvements benefiting the property were required for the approval of, and as a consequence of, development of this area. The assessed acreage is a parcel's net acreage as provided by the County of Riverside Assessor.

The current maximum annual assessment, by assessor parcel, is listed as follows:

<b>Assessor Parcel &amp; Assessment Number</b>	<b>Net Acreage</b>	<b>Benefit Unit</b>	<b>Maximum Annual Assessment</b>
313-141-007	0.22	0.92	\$42.58
313-141-016	0.34	1.43	66.18
313-141-017	<u>0.55</u>	<u>2.31</u>	<u>106.91</u>
<b>Totals</b>	1.11	4.66	\$215.67

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2015 to June 30, 2016, reference is made to the Assessment Roll included herein as Attachment No.1.

**PART 4.** **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with the outside boundary of assessor parcel numbers 313-141-007, -016 and -017. Said boundary is designated as "Diagram of Annexation of a Portion of Block 12, Wise & Knights Subdivision to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

**Assessment Roll**  
**Annexation of a Portion of Block 12, Wise & Knights Subdivision**  
**To Maintenance District No. 84-1**  
**City of Perris**

<b>Assessment Number</b>	<b>Assessor Parcel Number</b>	<b>Estimated Annual Assessment</b>	<b>Fiscal Year 2015/2016 Assessment</b>
313-141-007	313-141-007	\$42.58	\$00.00
313-141-016	313-141-016	66.18	00.00
313-141-017	313-141-017	<u>106.91</u>	<u>00.00</u>
	<b>Totals</b>	\$215.67	\$00.00

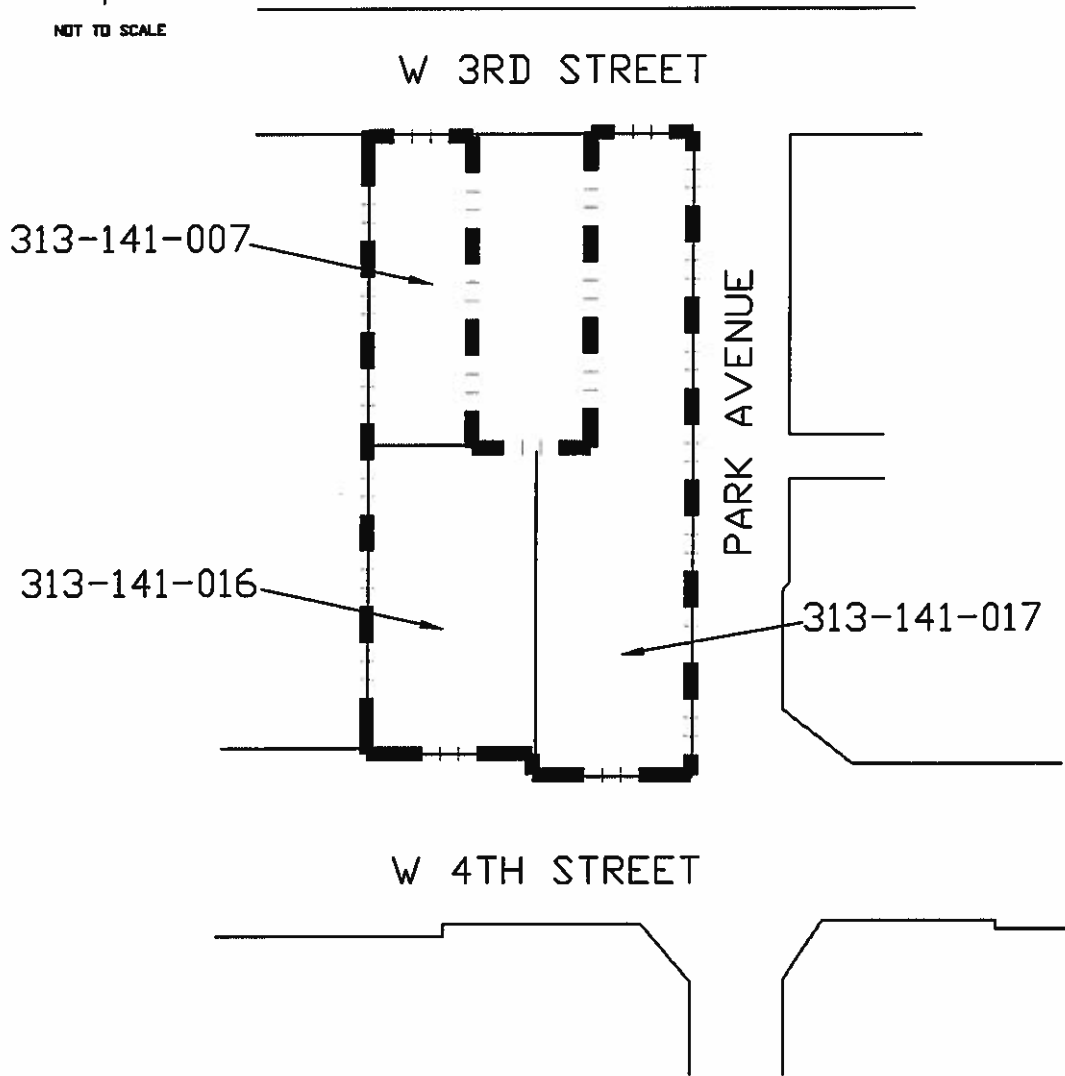
The Estimated Annual Assessment amount is subject to inflation factors not to exceed:

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

**DIAGRAM OF ANNEXATION OF  
A PORTION OF BLOCK 12, WISE & KNIGHTS  
SUBDIVISION TO MAINTENANCE DISTRICT 84-1  
CITY OF PERRIS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



NOT TO SCALE



**LEGEND**

- 313-141-016      ASSESSOR PARCEL NUMBER
- ANNEXATION BOUNDARY
- PARCEL BOUNDARY

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

SHEET 1 OF 1

CONSENT AND WAIVER TO ANNEXATION

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

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

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

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

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

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

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

Dated: JANUARY 12, 2015

OSCAR HERNANDEZ  
Property Owner Name

510 W 4TH ST, PERRIS, CA 92570  
Property Owner Address

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Property Owner Address

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE }

On 01/12/2015 before me, GLORIA BEZA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

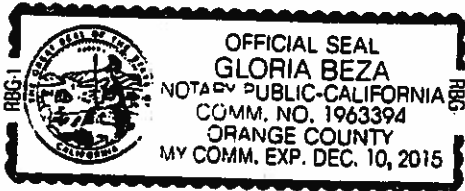
personally appeared OSCAR HEIZNANDEZ  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Gloria Beza  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: CONSENT AND WAIVER TO ANNUXATION

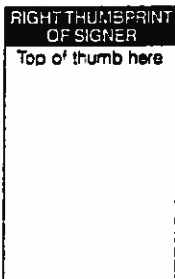
Document Date: 01/12/2015 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

CONSENT AND WAIVER TO ANNEXATION

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

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

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

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

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

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

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

Dated: 1-13-2015

Sunland Reinvestor LLC.      520 West 4th St  
Property Owner Name                      Property Owner Address

\_\_\_\_\_  
Property Owner Name                      Property Owner Address

**ACKNOWLEDGMENT**

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

State of California  
County of San Diego

On January 13, 2015 before me, Elise Nicole Crammer <sup>NOTARY PUBLIC</sup>  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



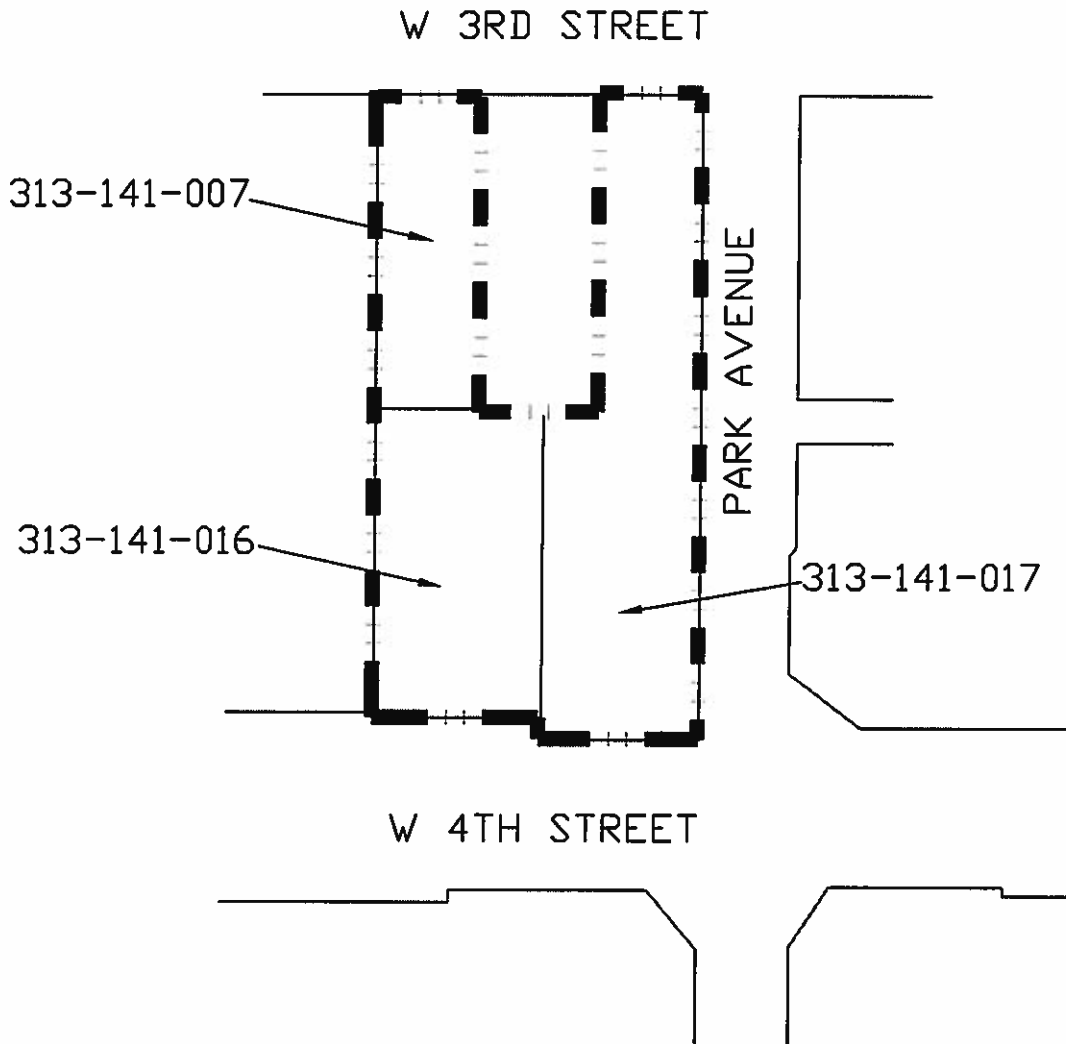


EXHIBIT "A" TO CONSENT AND WAIVER FOR  
ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS  
SUBDIVISION TO MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



**LEGEND**

- 313-141-016 ASSESSOR PARCEL NUMBER
- ANNEXATION BOUNDARY
- PARCEL BOUNDARY

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

SHEET 1 OF 1

**RESOLUTION NUMBER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1**

**WHEREAS**, on the 31st day of March, 2015, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number \_\_\_\_ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Landscaping and Lighting Act of 1972; and

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

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

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

**Section 1.** That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

**Section 2.** That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

**Section 3.** That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

**Section 4.** That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

**ADOPTED, SIGNED and APPROVED** this 31st day of March, 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 31st day of March, 2015, by the following called vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

**RESOLUTION NUMBER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION 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 MAY 26, 2015**

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

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

**Section 1. Description of Work:** That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to order the following work be done, to wit:

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

**Section 2. Location of Work:** The improvements to be maintained and serviced consist of the streetlights and traffic signals within said annexation.

**Section 3. Description of Assessment District:** That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of a Portion of Block 12, Wise & Knights Subdivision to Maintenance District Number 84-1" heretofore approved by the City Council of said City by Resolution No. \_\_\_\_, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

**Section 4. Report of Engineer:** The City Council of said City by Resolution Number \_\_\_\_ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of a Portion of Block 12, Wise & Knights Subdivision, to Maintenance District Number 84-1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

**Section 5. Collection of Assessments:** The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the streetlights and traffic signals and appurtenant facilities is \$46.28 per Benefit Unit (single family home), plus an inflation factor not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, and 2) the Southern California Edison rate increase(s) effective in subsequent years.

**Section 6. Time and Place of Public Hearing:** Notice is hereby given that on May 26, 2015, at 6:00 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

**Section 7.** Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

**Section 8.** Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published three times as required by Section 22626 and 22552 of the California Streets and Highways Code, with the first publication occurring no later than 45 days prior to the public hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris City News is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

**Section 9.** Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

**Section 10.** Designation of Contact Person: That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

**Section 11.** Certification: The City Clerk shall certify to the adoption of this Resolution.

**RESOLUTION NUMBER**

*Page 4*

**ADOPTED, SIGNED and APPROVED** this 31st day of March, 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of March, 2015, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date March 31, 2015**

**SUBJECT:** Annexation of a Portion of Block 12, Wise & Knights Subdivision to Landscape Maintenance District No. 1 (LMD 1)

**REQUESTED ACTION:**

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex a Portion of Block 12, Wise & Knights Subdivision to LMD 1 and setting a public hearing date of May 26, 2015

**CONTACT:** Habib Motlagh, City Engineer

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**BACKGROUND/DISCUSSION:** This annexation includes two projects being developed on the northwest corner of 4<sup>th</sup> Street and Park Avenue. A pharmacy (0.56 acres) is being developed by Sunland Real Estate, LLC and Junior's Market (0.55 acres) is being developed/upgraded by Oscar Hernandez.

The landscaping benefit includes maintenance of the irrigation system, landscaping, and appurtenances located in the parkways, easements and medians along the boundary of these two projects. These improvements are located within the 4<sup>th</sup> Street medians, parkways and easements, the Park Avenue parkways and easements, and the 3rd Street parkways and easements.

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

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**BUDGET (or FISCAL) IMPACT:** The current maximum annual assessment is \$914.40 for the pharmacy and \$1,901.54 for Junior's Market,, plus inflation factors not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, 2) the Southern California Edison rate increase(s) effective in subsequent years, and 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

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Reviewed by:

Assistant City Manager 

City Attorney \_\_\_\_\_

- Attachments:**
1. Resolution Ordering Preparation of the Engineer's Report
  2. Engineer's Report
  3. Resolution Preliminarily Approving Engineer's Report
  4. Resolution of Intention to Annex a Portion of Block 12, Wise & Knights Subdivision to LMD 1

**Consent:**



**RESOLUTION NUMBER XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 111 AND BENEFIT ZONE 112 (A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1**

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

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

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

**Section 1.** That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

**Section 2.** That a Portion of Block 12, Wise & Knights Subdivision be defined as that area to be annexed to Benefit Zone 111 and Benefit Zone 112, City of Perris Landscape Maintenance District Number 1.

**Section 3.** That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of a Portion of Block 12, Wise & Knights Subdivision, to Benefit Zone 111 and Benefit Zone 112,

Landscape Maintenance District Number 1, City of Perris, County of Riverside, State of California.”

**Section 4.** That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

**Section 5.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the “Engineer of Work” and all provisions of Division 15 applicable to the Engineer shall apply to said “Engineer of Work” and Shepherd & Staats, Incorporated, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

**Section 6.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

**Section 7.** That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

**Section 8.** That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

**ADOPTED, SIGNED and APPROVED** this 31st day of March, 2015.

---

Mayor, Daryl R. Busch

ATTEST:

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City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 31st day of March, 2015, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

**AGENCY: City of Perris**

**PROJECT: Annexation of a Portion of Block 12, Wise & Knights Subdivision  
To Benefit Zone 111 and Benefit Zone 112, Landscape Maintenance District No. 1**

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

**REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"**

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2015 to June 30, 2016, for that area to be known and designated as:

**"Annexation of a Portion of Block 12, Wise & Knights Subdivision  
To Benefit Zone 111 and Benefit Zone 112, Landscape Maintenance District No. 1"**

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

Executed this 31<sup>st</sup> day of March, 2015

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 26<sup>th</sup> day of May 2015, by adoption of Resolution No. \_\_\_\_\_ of the City Council.

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

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 31<sup>st</sup> day of March 2015.

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

## Report

**PART 1. Plans and Specifications** for the improvements to be maintained and/or improved for a fiscal year are in the process of being designed for acceptance by the City of Perris. All improvements to be maintained will be located in public rights-of-way and easements.

In general, the landscaping, irrigation, hardscape and appurtenances to be maintained are located along the exterior boundaries of Benefit Zone 111 and Benefit Zone 112.

The improvements to be maintained, by benefit zone, are further described as follows:

### **Benefit Zone 111**

- Public parkways and easements along 3<sup>rd</sup> and 4<sup>th</sup> Streets
- Median in 4<sup>th</sup> Street

### **Benefit Zone 112**

- Public parkways and easements along 3<sup>rd</sup> Street, Park Avenue and 4<sup>th</sup> Street
- Median in 4<sup>th</sup> Street

Reference is made to the Landscape Benefit Exhibit prepared for City of Perris Special Districts, entitled "Benefit Zone 111 and Benefit Zone 112, Proposed Maintenance Plan, Landscape Maintenance District No 1".

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

**PART 2. An Estimate** of the cost for the improvements to be maintained and/or improved for a given fiscal year includes labor, water, electricity, materials, and appurtenances. The annual costs for the public improvements, by benefit zone, are estimated as follows:

### **Estimated Annual Costs for Benefit Zone 111**

#### **Parkways and Easements**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>
Planted Area	988	SF	\$0.52	\$513.76
Plant Replacement	5	Each	15.75	78.75
Tree Trimming	3	0.50 Each	80.00	120.00

#### **Median**

100-foot Frontage	300	0.30 SF	0.55	49.50
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Subtotal				\$762.01
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<b>Incidental Costs</b>				152.39
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<b>Benefit Zone 111 Balance to Assessment</b>				<b>\$914.40</b>
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**Estimated Annual Costs for Benefit Zone 112**

**Parkways and Easements**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>
Planted Area	1,917	SF	\$0.52	\$996.84
Plant Replacement	9	Each	15.75	141.75
Tree Trimming	10	0.50 Each	80.00	400.00

**Median**

93-foot Frontage	279	0.30 SF	0.55	46.03
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Subtotal				\$1,584.62
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<b>Incidental Costs</b>				316.92
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<b>Benefit Zone 112 Balance to Assessment</b>				\$1,901.54
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The maximum annual assessment is based on the estimated cost of maintaining the improvements at maturity. The annual assessment levied will be based on the actual annual expenses incurred by each Benefit Zone.

Due to the soil, water, exposure, and pedestrian traffic, plant replacement is estimated at a 3% die-off rate at 2-feet on-center. Tree trimming is scheduled to occur every other year.

The 4<sup>th</sup> Avenue median benefit is equal to a benefit zone's frontage along 4<sup>th</sup> Avenue times an average median width of 3 feet. It is estimated that 30% of the cobble will be replaced annually.

Each benefit zone will be assessed for the costs associated with each benefit zone's improvements, including, but not limited to, regular maintenance and repairs, water and electricity, dead plant replacement, mulch application, tree manicuring, and irrigation replacement and repairs.

Benefit Zone 111 and Benefit Zone 112 will share meters for water and electricity. The water and electricity costs (utility expenses) for the shared meters will be prorated based on each benefit zone's share of the total planted area. For example, based on the planted area listed above, Benefit Zone 111's prorata share would be 34% (988 divided by 2,905). Benefit Zone 112's prorata share of the utility expense would be 66% (1,917 divided by 2,905).

The prorata share of the utility expenses will be based on the actual area planted within each benefit zone.

Incidental costs include annual engineering, legal, City Clerk, Finance Department, and Public Works expenses, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January.

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

<u>Benefit Zone</u>	<u>6-Month Tax Roll Reserve</u>
111	\$457.20
112	<u>950.77</u>
Total	\$1,407.97

The developer shall be responsible for the maintenance and upkeep of the public landscaping set forth herein for a period of one year after acceptance of the improvements by the City. Benefit Zone 111 and Benefit Zone 112, for the fiscal year commencing July 1, 2015 to June 30, 2016, will incur zero costs.

**PART 3.** The Assessment Roll shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of Benefit Zone 111 and Benefit Zone 112, as shown on the Diagram, enclosed herein as Part 4.

Each benefit zone specifically benefits from the maintenance of the medians, parkways and easements along the streets that provide ingress and egress to that benefit zone. The improvements benefiting the parcels were required as a condition of approval for development.

The method of assessment is based on units, with one benefit unit assigned to each benefit zone. For benefit zones consisting of more than one assessor parcel number, the benefit unit is to be prorated among the parcels according to the net acreage provided by the County of Riverside Assessor.

The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities, per benefit zone, is equal to the following:

<b>Benefit Zone &amp; Assessment Number</b>	<b>Assessor Parcel Number</b>	<b>Net Acreage</b>	<b>Benefit Unit</b>	<b>Maximum Annual Assessment</b>
111	313-141-007	0.22	0.39	\$356.62
111	313-141-016	<u>0.34</u>	<u>0.61</u>	<u>557.78</u>
Benefit Zone 111 Total		0.56	1.00	\$914.40
112	313-141-017	0.55	1.00	\$1,901.54
<b>Totals</b>		1.11	2.00	\$2,815.94

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

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

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2015 to June 30, 2016, reference is made to the Assessment Roll included herein as Attachment No. 1.

**PART 4.**     **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with the outside boundary of assessor parcel numbers 313-141-007, -016 and -017. Said boundary is designated as "Diagram of Annexation of a Portion of Block 12, Wise & Knights Subdivision, to Benefit Zone 111 and Benefit Zone 112, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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



**Assessment Roll  
Annexation of a Portion of Block 12, Wise & Knights Subdivision  
To Benefit Zone 111 and Benefit Zone 112,  
Landscape Maintenance District No. 1, City of Perris**

Benefit Zone & Assessment Number	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2015/2016 Assessment
111	313-141-007	\$356.62	\$00.00
111	313-141-016	<u>557.78</u>	<u>00.00</u>
Benefit Zone 111 Total		\$914.40	\$00.00
112	313-141-017	\$1,901.54	\$00.00
<b>Totals</b>		<b>\$2,815.94</b>	<b>\$00.00</b>

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

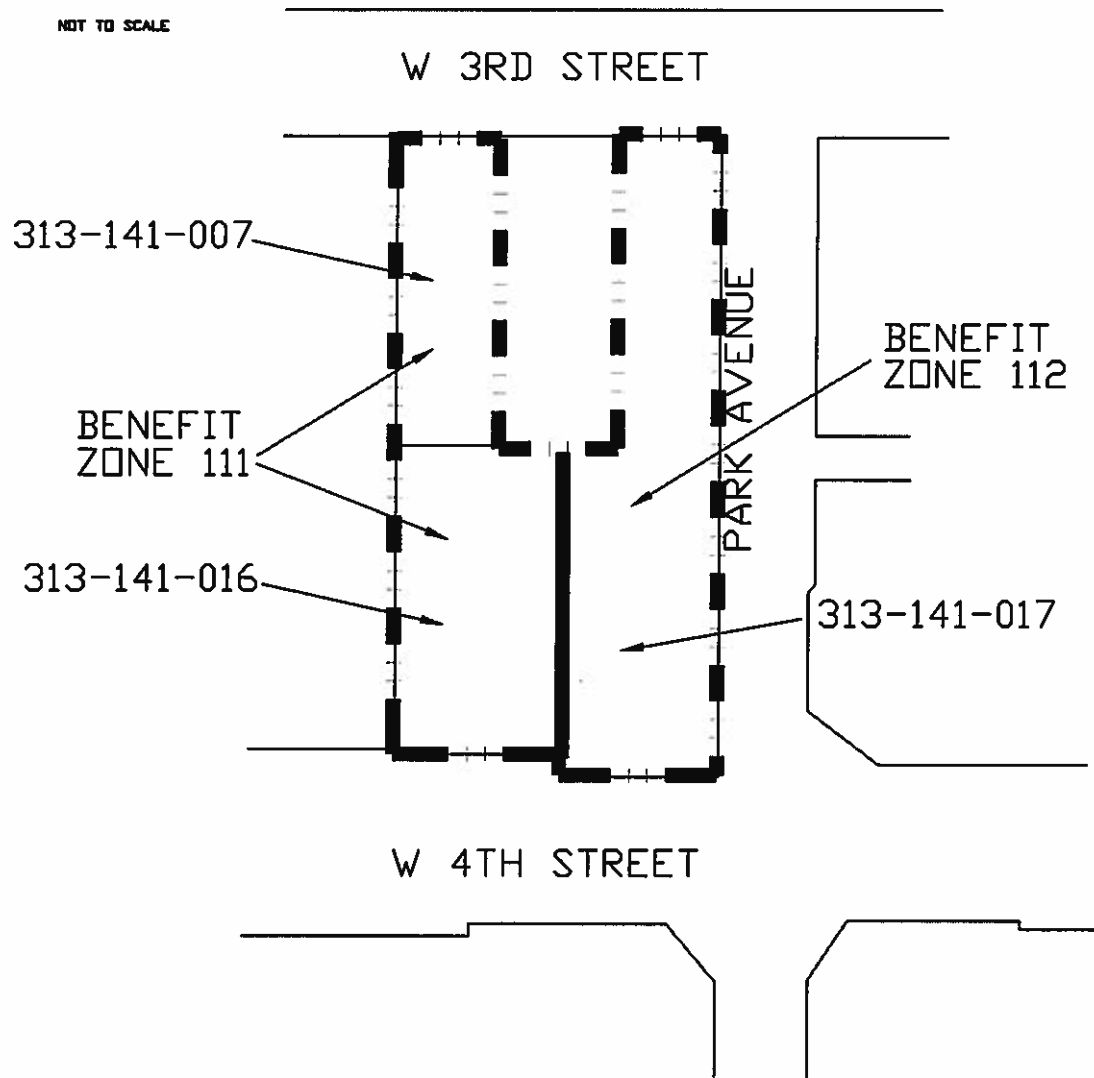
- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

**DIAGRAM OF ANNEXATION OF  
A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION TO  
BENEFIT ZONE 111 AND BENEFIT ZONE 112  
LANDSCAPE MAINTENANCE DISTRICT 1**

**CITY OF PERRIS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



NOT TO SCALE



**LEGEND**

- 313-141-016      ASSESSOR PARCEL NUMBER
- · · · —      ANNEXATION BOUNDARY
- BENEFIT ZONE BOUNDARY
- PARCEL BOUNDARY

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

SHEET 1 OF 1

CONSENT AND WAIVER TO ANNEXATION

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

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

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

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

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

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

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

Dated: JANUARY 12, 2015

OSCAR HERNANDEZ  
Property Owner Name

510 W 4TH ST, PERRIS, CA 92570  
Property Owner Address

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Property Owner Address

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

On 01/12/2015 before me, GLORIA BEZA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

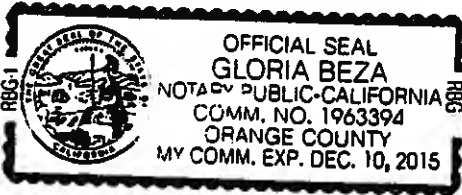
personally appeared OSCAR HERNANDEZ  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Gloria Beza  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: CONSENT AND WAIVER TO ANNUATION

Document Date: 01/12/2015 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

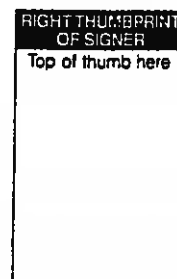
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

CONSENT AND WAIVER TO ANNEXATION

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

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

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

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

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

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

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

Dated: 1-13-2015

Sunland Revolver LLC      520 West 4th St  
Property Owner Name      Property Owner Address

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Property Owner Address

**ACKNOWLEDGMENT**

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

State of California  
County of San Diego

On January 13, 2015 before me, Elise Nicole Crammer <sup>Notary Public</sup>  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

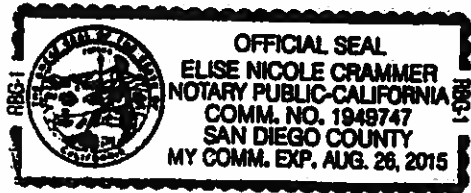


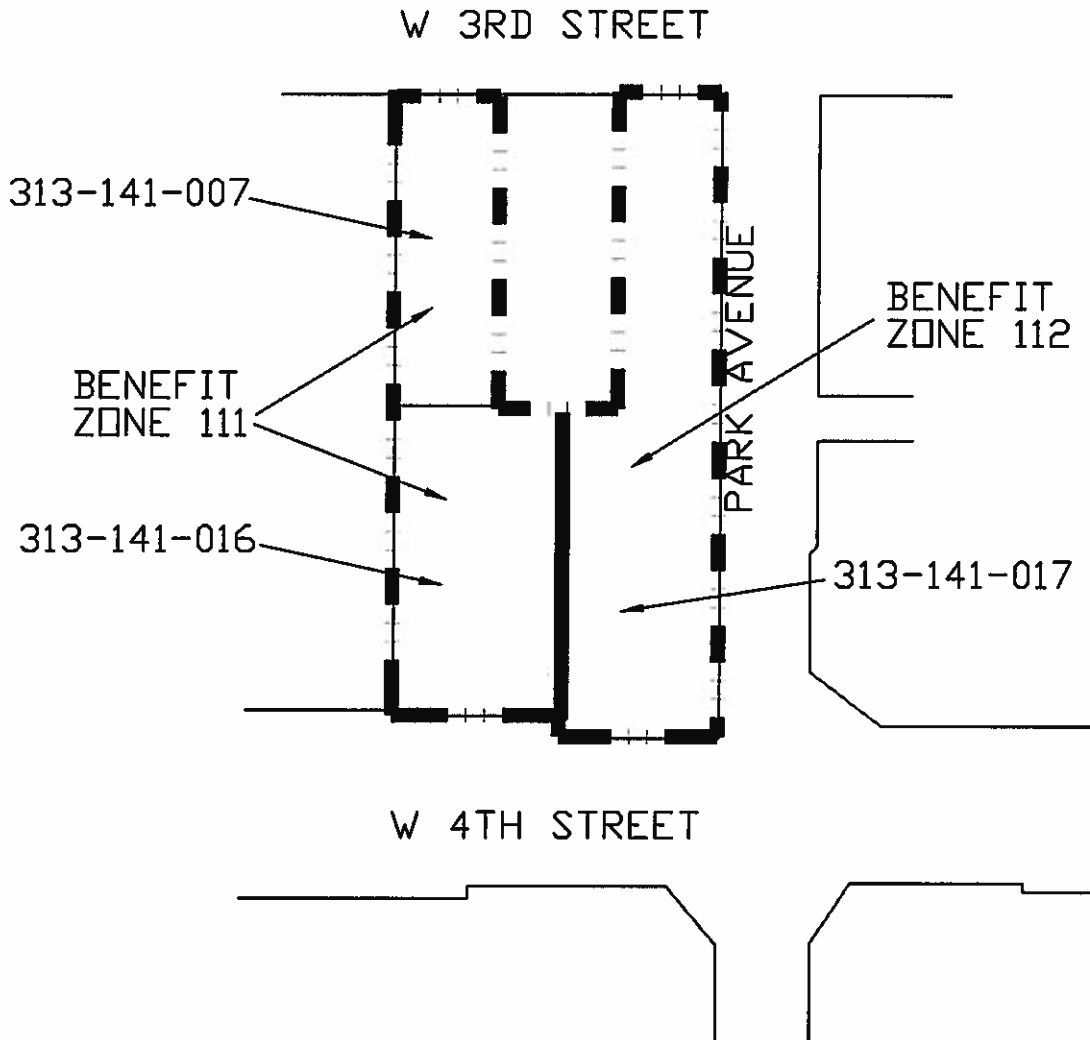
EXHIBIT "A" TO CONSENT AND WAIVER FOR  
ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS  
SUBDIVISION TO BENEFIT ZONE 111 AND BENEFIT ZONE 112  
LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



**LEGEND**

- 313-141-016 ASSESSOR PARCEL NUMBER
- ANNEXATION BOUNDARY
- BENEFIT ZONE BOUNDARY
- PARCEL BOUNDARY

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

SHEET 1 OF 1

**RESOLUTION NUMBER XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PERRIS, COUNTY OF RIVERSIDE, STATE OF  
CALIFORNIA, OF PRELIMINARY APPROVAL OF  
ENGINEER'S REPORT FOR ANNEXATION OF A PORTION  
OF BLOCK 12, WISE & KNIGHTS SUBDIVISION TO  
BENEFIT ZONE 111 AND BENEFIT ZONE 112, CITY OF  
PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER  
1**

**WHEREAS**, on the 31st day of March, 2015, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number \_\_\_\_\_ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Landscaping and Lighting Act of 1972; and

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

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

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

**Section 1.** That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

**Section 2.** That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

**Section 3.** That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

**Section 4.** That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.



**ADOPTED, SIGNED and APPROVED** this 31st day of March, 2015.

---

Mayor, Daryl R. Busch

ATTEST:

---

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 31st day of March, 2015, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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City Clerk, Nancy Salazar

**RESOLUTION NUMBER XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 111 AND BENEFIT ZONE 112, 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 111 AND BENEFIT ZONE 112, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION TO BENEFIT ZONE 111 AND BENEFIT ZONE 112, 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 MAY 26, 2015**

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

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

**Section 1. Description of Work:** That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to order the following work be done, to wit:

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

**Section 2. Location of Work:** The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting a Portion of Block 12, Wise & Knights Subdivision and located along the exterior boundary of each benefit zone as follows:

Benefit Zone 111, Assessor Parcel Numbers 313-141-007 and 313-141-016

- Medians within 4<sup>th</sup> Street
- Parkways and easements along 4<sup>th</sup> Street and 3<sup>rd</sup> Street

Benefit Zone 112, Assessor Parcel Number 313-141-017

- Medians within 4<sup>th</sup> Street
- Parkways and easements along 4<sup>th</sup> Street, Park Avenue and 3<sup>rd</sup> Street

The improvements are located in public rights-of-way and easements.

**Section 3. Description of Assessment District:** That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of a Portion of Block 12, Wise & Knights Subdivision to Benefit Zone 111 and Benefit Zone 112, Landscape Maintenance District Number 1" heretofore approved by the City Council of said City by Resolution No \_\_\_\_, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

**Section 4. Report of Engineer:** The City Council of said City by Resolution Number \_\_\_\_ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of a Portion of Block 12, Wise & Knights Subdivision to Benefit Zone 111 and Benefit Zone 112, Landscape Maintenance District Number 1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

**Section 5. Collection of Assessments:** The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to \$914.40 for Benefit Zone 111 and \$1,901.54 for Benefit Zone 112, plus inflation factors not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, 2) the Southern California Edison rate increase(s) effective in subsequent years, and 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

**Section 6. Time and Place of Public Hearing:** Notice is hereby given that on May 26, 2015, at 6:00 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

**Section 7. Landscaping and Lighting Act of 1972:** All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

**Section 8. Publication of Resolution of Intention:** The City Clerk shall cause this Resolution of Intention to be published three times as required by Section 22626 and 22552 of the California Streets and Highways Code, with the first publication occurring no later than 45 days prior to the public hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris Progress is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

**Section 9. Mailing of Notice:** The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 54953 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

**Section 10. Designation of Contact Person:** That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

**Section 11. Certification:** The City Clerk shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED and APPROVED** this 31st day of March, 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 31st day of March, 2015, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: March 31, 2015**

**SUBJECT: Perris Valley Storm Drain Improvement Credit/Reimbursement Agreement with Duke Realty Limited Partnership for improvements to the Perris Valley Storm Drain and Line AB required for DPR 06-0417, located west of Perris Boulevard, north of Rider Street, east of Indian Avenue and south of Morgan Street**

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

**CONTACT:** Eric Dunn, City Attorney

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**BACKGROUND/DISCUSSION:**

The Perris Municipal Code establishes "Area Drainage Plan" ("ADP") Fees to be paid as a condition of developing land within the Perris Valley Master Area Drainage Plan. Similar to the TUMF program administered by the City and WRCOG, the Municipal Code includes a local mechanism for providing credits and reimbursements to developers who construct eligible drainage improvements.

Duke Realty Limited Partnership ("Developer") owns approximately 96 acres of real property located west of Perris Boulevard, north of Rider Street, east of Indian Avenue and south of Morgan Street ("Property"). The Developer received entitlements for an industrial project on the Property pursuant to DPR 06-0417 (the "Project"). Among other conditions of development, the Developer is required to construct certain portions of Line AB drainage improvements to alleviate potential storm drain impacts. The Developer's total ADP Fee obligation for the Project is approximately \$906,315, which consists of a Local ADP Fee obligation of \$797,013 and a Regional ADP Fee obligation of \$109,301.

The improvements to be constructed by the Developer are identified in the ADP report and are eligible for ADP Fee credit and/or reimbursement. The estimated cost of the improvements and the total Estimated Credit is approximately \$5,218,000. Under the attached agreement, the Developer will receive a credit against the entire amount of the Local ADP Fee obligation, and will be eligible for a reimbursement of approximately \$4,421,000 from future ADP Fees collected on future projects within the Line AB benefit area and within the Master Drainage Plan.

The actual amount of the credit and reimbursement will be reconciled after completion of the improvements when actual costs are known. The source of funds for reimbursement will be limited solely to ADP Fees collected from future development within the Perris Valley Master Drainage Plan.

The attached agreement is modeled after the TUMF, DIF, and RBBD credit/reimbursement agreements previously approved by the City. The agreement is attached in draft form, and minor text changes to the draft and exhibits will likely be required following final review by the Developer and the City Engineer's office. If the City Council approves the agreement, the City Attorney's office will incorporate any minor changes and finalize the

agreement for execution. If any substantive changes are required, the agreement will be brought back to the City Council for further consideration.

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**BUDGET (or FISCAL) IMPACT:**

None to the City. The agreement implements the credit and reimbursement authorized under the ADP Program.

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Reviewed by:

City Attorney   X    
Assistant City Manager   *RL*  

Attachments:

1. Improvement Credit/Reimbursement Agreement – Master Drainage Fee Program –  
Line AB

Consent: X  
Public Hearing:  
Business Item:  
Other:

## **IMPROVEMENT CREDIT / REIMBURSEMENT AGREEMENT**

### **MASTER DRAINAGE FEE PROGRAM**

#### **LINE AB**

This IMPROVEMENT AND CREDIT AGREEMENT ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Perris, a California municipal corporation ("City"), and DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

#### **RECITALS**

WHEREAS, Developer owns 95.74 acres of real property located west of Perris Blvd., north of Rider Street, east of Indian Avenue, and south of Morgan Street within the City of Perris, California, which is more specifically described in the legal description set forth in Exhibit "A-2," attached hereto and incorporated herein by this reference ("Property"); the Property is depicted on the Site Map set forth in Exhibit "A-1";

WHEREAS, Developer has requested from City certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as DPR 06-0417 ("Project");

WHEREAS, as a condition to City's approval of the Project, City has required Developer to construct certain portions of the Line AB drainage improvements identified in the City of Perris Master Drainage Plan ("Area Drainage Plan");

WHEREAS, pursuant to Section 66483, *et seq.* of the Government Code and Chapter 18.32 of the Perris Municipal Code, the City requires Developer to pay the Area Drainage Plan Fees ("ADP Fee Obligation") which cover the Developer's fair share of the costs to construct drainage improvements that help mitigate the drainage impacts within the City;

WHEREAS, such improvements are identified in the Area Drainage Plan as drainage improvements that are to be funded with the ADP Fee Obligation; and

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the construction and completion of the Improvements (as defined in Section 2.0 below), (2) to provide a means by which the Developer's costs for construction of the Improvements is offset against Developer's obligation to pay the applicable ADP Fee Obligation for the Project in accordance with the applicable Area Drainage Plan adopted by the City; and (3) to provide a means by which the Developer's costs for construction of the Improvements can be reimbursed by other developers within the Perris Valley Master Drainage Plan Area.



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

## **TERMS**

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

2.0 Construction of Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain Line AB drainage improvements, as shown on the plans and specifications ("Plans and Specifications") which have been prepared by or on behalf of Developer and approved by the City and the Riverside County Flood Control District ("District"), and are listed on Exhibit "E" attached hereto and incorporated herein by this reference (the "Improvements"). Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary by City or the District for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 Pre-approval of Plans and Specifications. The parties acknowledge and agree that Developer has submitted the Plans and Specifications which have been approved by City. Approval by City shall not relieve Developer from ensuring that all Improvements conform to the Plans and Specifications and are consistent with this Agreement.

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

2.3 Public Works Requirements. Developer shall insure that the Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of City. Thus, without limitation, Developer shall comply with all of the following requirements with respect to the construction of the Improvements:

(a) Developer shall obtain bids for the construction of the Improvements.

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

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with

Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the City Engineer.

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

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

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

2.4 Quality of Work; Compliance With Laws and Codes. The parties acknowledge and agree that the Plans and Specifications have been prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other governmental requirements. The Improvements shall be completed in accordance with the Plans and Specifications, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other governmental requirements applicable at the time work is actually commenced.

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

2.6 Alterations to Improvements. All work shall be done and the Improvements completed as shown on approved Plans and Specifications, and any subsequent alterations thereto mutually agreed upon by City and Developer. If during the course of construction and installation it is determined that due to field conditions the public interest requires alterations in the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. City shall have five (5) business days after receipt of such written notice to approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or

delayed. If City fails to provide written notice to Developer of its approval or disapproval of the alterations within such five (5) business day period, City will be deemed to have disapproved such alterations to the Plans and Specifications. Any and all alterations in the Plans and Specifications and the Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

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

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

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

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

7.0 Acceptance of Improvements; As-Built or Record Drawings. If the Improvements are properly completed by Developer in accordance with the Plans and

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

**8.0 Warranty and Guarantee.** Developer hereby warrants the Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, for a period of one (1) year following completion of the work and acceptance by District ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective portion of the Improvements, in accordance with the Plans and Specifications. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer or its surety. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement up until the date that is one year after completion of the Improvements.

**9.0 Administrative Costs.** If Developer fails to construct and install all or any part of the Improvements, or if Developer fails to comply with any other obligation contained herein, and Developer does not cure such failure within ten (10) days following its receipt of written notice from City, then Developer shall be liable to City for all out-of-pocket administrative expenses, fees, and costs, including reasonable attorney's fees and costs, thereafter incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

**10.0 Default; Notice; Remedies.**

**10.1 Notice.** If Developer defaults in the performance of any obligation, term, or condition of this Agreement, or if Developer violates any federal, state, or local law, ordinance, regulation, code, standard, or other governmental requirement in its construction of the Improvements, and Developer fails to commence to cure such default or violation within twenty (20) days after written notice from City, then City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer and its surety, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public

health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof.

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

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

11.0 Security; Surety Bonds. Promptly following the execution of this Agreement, Developer or its contractor shall provide City with the performance bond described in Section 11.1 below and with the labor and material bond described in Section 11.2 below ( the "Security"). The amount of the Security shall be based on the estimated costs to construct the Improvements, as reasonably determined by the District. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the Warranty of the Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than twenty (20%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, provided that there does not then exist an uncured Notice under Section 10.1 above.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one

hundred percent (100%) of the Estimated Costs. The security provided under this section shall be released six (6) months after the date City or District accepts the Improvements.

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

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on commercially reasonable forms approved by the City.

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

### 13.0 Insurance.

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

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, which may be met through the combination of a primary general liability policy and an umbrella liability policy.

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

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

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Improvements, liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000) per claim and \$2,000 policy aggregate, shall be procured and maintained for a period of three (3) years following completion of the Improvements.

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

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

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

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

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date.

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

14.0 ADP Fees Credit/Other Fee Credits/Reimbursements.

14.1 Developer's ADP Fees Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the projected amount Developer is obligated to pay to City for ADP Fees for the Project is estimated to be Nine Hundred Six Thousand Three Hundred Fifteen Dollars (\$906,315) ("ADP Fees Obligation"). The ADP Fee Obligation is the summation of the Local ADP Fee in the amount of Seven Hundred Ninety-Seven Thousand Thirteen and 41/100 Dollars (\$797,013.41) and the Regional ADP Fee in the amount of One Hundred Nine Thousand Three Hundred One and 59/100 Dollars (\$109,301.59). Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop City from adjusting the ADP Fees in accordance with the provisions of the Area Drainage Plan as adopted by the City of Perris. In addition, Developer agrees and acknowledges that Developer's final ADP Fees Obligation for the Project shall be calculated at the time provided in the Area Drainage Plan and in accordance with the provisions of the ADP Fees Administrative Plan as adopted by the City of Perris in effect at such time.

14.2 Credit Offset Against Local ADP Fees Obligation. Pursuant to the Area Drainage Plan and in consideration for Developer's obligation under this Agreement to construct the Improvements, a credit estimated to be approximately Five Million Two Hundred Eighteen Thousand One Hundred Eighty Seven and 00/100 Dollars (\$5,218,187.00) ("Estimated Credit") shall be applied by City to offset the Local ADP Fee Obligation in the amount of Seven Hundred Ninety-Seven Thousand Thirteen and 41/100 Dollars (\$797,013.41). The Estimated Credit shall be subject to adjustment and reconciliation under Section 14.3 of this Agreement. Developer hereby agrees that the amount of the Estimated Credit shall be applied after Developer has awarded a contract for construction of the Improvements in accordance with this Agreement. The amount of the Estimated Credit shall be the bid amount set forth in the contract awarded to Developer's contractor, plus the allowable eligible costs not subject to bid, all as set forth in attached Exhibit "B". The remaining Local ADP Fees Obligation to be paid by Developer to City will be the amount of the total Local ADP Fees Obligation minus the amount of the Estimated Credit. If the dollar amount of the Estimated Credit exceeds the dollar amount of the Local ADP Fees Obligation, Developer will be deemed to have completely satisfied its ADP Fees Obligation for the Project and shall be eligible for reimbursement by the City, from the collection of ADP Fees from properties located within the Line AB benefit area and from the collection of ADP Fees outside the Line AB benefit area but within the Area Drainage Plan, for such excess Estimated Cost pursuant to the terms of the reimbursement agreement, as provided in Section 14.4 of this Agreement.

14.3 Reconciliation; Final Offset Against ADP Fees Obligation. Upon acceptance of the Improvements by City or District, Developer shall submit to the City Engineer



such information as the City Engineer may require to calculate the total actual costs incurred by Developer in constructing the Improvements ("Verified Costs"), including, but not limited the information listed in Exhibit "C". The actual amount of credit that shall be applied by City to offset the Local ADP Fees Obligation shall be equal to the Verified Costs for the Improvements as determined in accordance with Section 14.2 of this Agreement (collectively, "Actual Credit"). If the Actual Credit is less than the Estimated Credit, Developer shall pay the balance to City to fully satisfy Developer's ADP Fees Obligation

14.4 Reimbursement Agreement. As authorized under Section 14.2, Developer is eligible for entry into a reimbursement agreement ("Reimbursement Agreement") with the City since the amount of the Estimated Credit exceeds the ADP Fees Obligation. The estimated maximum reimbursement amount ("Estimated Maximum Reimbursement Amount") is Four Million Four Hundred Twenty One Thousand One Hundred Seventy Three and 59/100 Dollars (\$4,421,173.59). This was calculated by subtracting the Local ADP Fee Obligation from the Estimated Credit. The actual maximum reimbursement amount shall be determined by subtracting the Local ADP Fees Obligation from the Actual Credit. City agrees to execute a Reimbursement Agreement with Developer in the form set forth in Exhibit "D," which shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

14.5 Reimbursement Limitations. Developer acknowledges any reimbursement of ADP Fees is limited to the amount of ADP Fees collected by the City and not programmed for City projects or pledged to prior reimbursement agreements. Developer shall be entitled to receive the Local ADP Fees collected from new development in the Line AB watershed area depicted on Exhibit "A" to the Reimbursement Agreement ("Local Area") if and when City receives such Local ADP Fees; provided, however, that some properties within the Local Area may be entitled to a credit against their Local ADP Fee obligation, which will reduce the amount of funds available for reimbursement to Developer. Developer shall also be entitled to receive the ADP Fees collected from new development in the Perris Valley Master Drainage Plan Area depicted on Exhibit "B" to the Reimbursement Agreement ("Regional Area") if and when City receives such ADP Fees; provided, however, that such reimbursement shall be after: (i) any drainage projects planned and constructed by the City from time to time; (ii) any preceding private development projects that are eligible for reimbursement; and (iii) any private development projects that are entitled to a credit against their ADP Fee obligation.

14.6 Additional Payment and Reimbursement. Developer agrees to remit to City an advance payment of One Million Dollars (\$1,000,000) upon execution of this Agreement, which funds shall be used for public projects and expenses at City's discretion. In turn, City agrees to reimburse to Developer from ADP Fees One Million Eight Hundred Thousand Dollars (\$1,800,000) upon completion of construction of the Improvements. Upon receipt of such payment from City to Developer, the actual maximum reimbursement amount referred to in Section 14.4 above, shall be reduced by One Million Eight Hundred Thousand Dollars (\$1,800,000). These terms shall be set forth in the Reimbursement Agreement.

#### 15.0 Miscellaneous.



To Developer:  
DUKE REALTY LIMITED PARTNERSHIP  
Attn: Scott Sanders  
510 East 96<sup>th</sup> Street, Suite 200  
Indianapolis, IN 46240  
Telephone No. (317) 808-6000  
[scott.sanders@dukerealty.com](mailto:scott.sanders@dukerealty.com)

and

Duke Realty Limited Partnership  
8001 Irvine Center Drive, Suite 1450  
Irvine, CA 92618  
Attn: Bob Close  
Telephone: 949-797-7050  
[robert.close@dukerealty.com](mailto:robert.close@dukerealty.com)

Copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP  
1900 Main Street, 5<sup>th</sup> Floor  
Irvine, CA 92614  
Attn: William R. Devine, Esq.  
Telephone: (949) 851-5412  
[wdevine@allenmatkins.com](mailto:wdevine@allenmatkins.com)

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

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

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

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

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

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

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

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

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

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

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

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

15.17 No Rights in Public. Nothing contained in this Agreement shall be deemed to create any right or rights in the general public, nor be deemed to be a gift or dedication of the Improvements or any portion of the real property on which the Improvements are located to or for the general public or for use by the general public, it being the parties intention that this Agreement shall be strictly limited to and for the purposes herein expressed.

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

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

**DEVELOPER:**

DUKE REALTY LIMITED PARTNERSHIP, an  
Indiana limited partnership

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

Name: \_\_\_\_\_

Its: Manager

By:

**CITY:**

City of Perris, a California municipal corporation

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

Richard Belmudez

Its: City Manager

**ATTEST:**

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

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

**APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP**

\_\_\_\_\_  
Eric L. Dunn, City Attorney

**EXHIBIT "A-1"**

**SITE MAP**





## EXHIBIT "A-2"

### LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED HEREON IS SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

AS PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. NCS-673742-CH/2, DA TED JUNE 23, 2014. (JULY 7, 2014 UPDATE)

#### **PARCEL A:**

LOTS C, D AND E IN BLOCK 40; AND THAT PORTION OF BLOCKS 41 AND 42 OF FIGADOTA FARMS UNIT NO. 10, AS SHOWN BY MAP ON FILE IN BOOK 17 PAGES 44 AND 45 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA PROPERTY AS SET OUT IN THAT CERTAIN ORDER RECORDED DECEMBER 21, 1935 AS INSTRUMENT NO. 1201 IN BOOK 263 PAGE 244 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

LOTS C, D AND E IN BLOCK 43; BLOCKS 44, 45, 46 AND 47 OF FIGADOTA FARMS UNIT NO. 10, AS SHOWN BY MAP ON FILE IN BOOK 17 PAGES 44 AND 45 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF LOT "T" (BARRETT AVENUE) OF SAID FIGADOTA FARMS UNIT NO. 10 ADJOINING SAID BLOCK 47 AND LOTS C, D AND E, BLOCK 43, TITLE TO WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.

TOGETHER WITH THAT PORTION OF LOT "S" (INDIAN AVENUE FORMERLY RIVERSIDE AVENUE) OF SAID FIGADOTA FARMS UNIT NO. 10 ADJOINING BLOCK 44 AND LOTS C, D AND E OF BLOCK 40, TITLE TO WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.

#### **PARCEL B:**

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED SEPTEMBER 15, 1933 AS INSTRUMENT NO. 3840 IN BOOK 133 PAGE 460 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

#### **PARCEL C:**

THAT PORTION OF GOVERNMENT LOT 3 OF FRACTIONAL SECTION 7, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF. TOGETHER WITH ALL THAT PORTION OF BLOCKS 32 THROUGH 39 INCLUSIVE OF FIGADOTA FARM NO. 10 AS PER MAP ON FILE IN BOOK 17, PAGES 44 AND 45 OF MAPS, RECORDS OF RIVERSIDE COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3;

**THENCE NORTH 88°37'35" WEST ALONG THE CENTERLINE OF LOT W (SINCLAIR STREET) AS SHOWN ON SAID MAP, A DISTANCE OF 1320.36 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOT S (RIVERSIDE AVENUE);**

**THENCE NORTH 00°10'45" WEST ALONG THE WEST LINE OF SAID LOT S (RIVERSIDE AVENUE), A DISTANCE OF 1206.35 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTH LINE OF MORGAN STREET;**

**THENCE NORTH 89°49'08" EAST ALONG THE SOUTH LINE OF SAID MORGAN STREET, A DISTANCE OF 1319.76 FEET TO A POINT ON THE EASTERLY LINE OF LOT T (BARRETT AVENUE);**

**THENCE SOUTH 00°11'04" EAST ALONG THE EAST LINE OF SAID LOT T (BARRETT AVENUE) A DISTANCE OF 1042.15 FEET;**

**THENCE SOUTH 89°24'11" EAST, A DISTANCE OF 265.00 FEET;**

**THENCE SOUTH 00°11'04" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED SEPTEMBER 15, 1933 AS INSTRUMENT NO. 3840 IN BOOK 133 PAGE 460 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;**

**THENCE NORTH 89°24'11" WEST ALONG SAID NORTH LINE, A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING.**

**THIS LEGAL IS PURSUANT TO CERTIFICATE OF COMPLIANCE NO. 99-0005 RECORDED FEBRUARY 3, 1999 AS INSTRUMENT NO. 043947 OFFICIAL RECORDS.**

**TOGETHER WITH THAT PORTION OF LOT "T" (BARRETT AVENUE) OF SAID FIGADOTA FARMS UNIT NO. 10 ADJOINING SAID BLOCKS 35 AND 39, TITLE TO WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.**

**TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF LOT W (SINCLAIR STREET) OF SAID FIGADOTA FARMS UNIT NO. 10 ADJOINING SAID BLOCKS 36 THROUGH 39, TITLE TO WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.**

**TOGETHER WITH THAT PORTION OF LOT "S" (INDIAN AVENUE FORMERLY RIVERSIDE AVENUE) OF SAID FIGADOTA FARMS UNIT NO. 10 ADJOINING SAID BLOCKS 32 AND 36, TITLE TO WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.**

**EXHIBIT "B"**

**IMPROVEMENTS COSTS OF CONSTRUCTION**

**Estimated Credit Amount  
Line A-B Improvement Cost**

<b>Item Description</b>	<b>Cost</b>
Line AB Construction Costs	\$ 5,218,187.00 <sup>1</sup>
Survey & Layout	\$ 54,600.00
Civil Engineering	\$ 169,793.00
Materials Testing & Inspections	\$ 44,331.00
RCFC Inspection Fees	\$ 66,126.00
City of Perris Inspection Fees	\$ 26,638.00
EMWD Tap & Inspection Fees	\$ 148,124.00
Utility Relocations	\$ 500,000.00 <sup>2</sup>
Construction Manager Services	\$ 142,158.66
<b>TOTAL ESTIMATED COSTS FOR LINE AB</b>	<b>\$ 6,369,957.66</b>
<b>TOTAL ESTIMATED CREDIT FOR LINE AB</b>	<b>\$ 5,218,187.00</b>

<sup>1</sup> Based on KIP, Incorporated bid to complete the Line AB improvements

<sup>2</sup> Anticipated costs from SCE, SoCal Gas, and Verizon to relocate utilities that conflict with the Line AB Improvements

**ALL COSTS TO BE RECONCILED WITH ACTUAL  
EXPENDITURES AT THE COMPLETION OF THE PROJECT.**

## **EXHIBIT "C"**

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

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

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

**EXHIBIT "D"**  
**REIMBURSEMENT AGREEMENT**  
**MASTER DRAINAGE FEE PROGRAM**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and among the City of Perris, a California municipal corporation ("City") DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership or its assignee ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

WHEREAS, City and Developer are parties to an agreement dated \_\_\_\_\_, 2015, entitled "Improvement Credit/Reimbursement Agreement - Master Drainage Fee Program Line AB" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.6 of the Credit Agreement provide that Developer is obligated to pay City the ADP Fees Obligation, as defined therein, but shall receive credit to offset the Local ADP Fees Obligation and the Cost to Construct the Improvements, if Developer constructs and City accepts the Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.4 of the Credit Agreement provides that if the dollar amount of the Cost of Construction exceeds the Local ADP Fees Obligation, the Developer is entitled to enter into a reimbursement agreement for the amount by which the Cost of Construction exceeds the Local ADP Fees Obligation minus the Actual Credit;

WHEREAS, Section 14.4 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, City has consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, the City of Perris Master Drainage Plan, and the ADP Fees Administrative Plan adopted by City.

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

## TERMS

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

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

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

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive up to the dollar amount by which the Actual Cost exceeds the dollar amount of the Local ADP Fees Obligation as determined pursuant to the Credit Agreement, City of Perris, and the Area Drainage Administrative Plan adopted by the City ("Maximum Reimbursement"). In no event shall the dollar amount of the Maximum Reimbursement exceed the difference between the dollar amount of all credit applied to offset the Local ADP Fees Obligation pursuant to Sections 14.2, 14.3, and 14.4 of the Credit Agreement, and one hundred percent (100%) of the approved Actual Credit for the Improvements.

5.0 Payment of Reimbursement; Funding Contingency. Payment of the Maximum Reimbursement to Developer shall be made by the City, subject to the following:

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

5.1.1 City funds shall be determined to be available and appropriated for payment of up to the Maximum Reimbursement when land included within the Perris Master Drainage Plan is developed and the Local ADP Fees are paid to the City.

5.1.2 Developer acknowledges any reimbursement of ADP Fees is limited to the amount of ADP Fees collected by the City and not programmed for City projects or pledged to prior reimbursement agreements. Developer shall be entitled to receive the Local ADP Fees collected from new development in the Line AB watershed area depicted on Exhibit "A" ("Local Area") if and when City receives such Local ADP Fees; provided, however, that some properties within the Local Area may be entitled to a credit against their Local ADP Fee obligation, which will reduce the amount of funds available for reimbursement to Developer. Developer shall also be entitled to receive the ADP Fees collected from new development in the Perris Valley Master Drainage Plan Area depicted on Exhibit "B" ("Regional Area") if and when City receives such ADP Fees; provided, however, that such reimbursement shall be after: (i) any drainage projects planned and constructed by the City from time to time; (ii) any preceding private development projects that are eligible for reimbursement; and (iii) any private development projects that are entitled to a credit against their ADP Fee obligation. In no event shall reimbursement from the Regional Area exceed the amount Riverside County Flood Control

has allocated for the Perris Master drainage Plan. In addition, in no event shall Developer receive total payments from any of the above which exceed the Maximum Reimbursement.

5.1.3 The Project shall be come the top priority project following reimbursement to the following higher priority projects: \_\_\_\_\_ [To be filled in]. No additional project or projects, other than City projects, shall be given advanced priority after this Agreement is executed.

5.3 Developer agreed to remit to City an advance payment of One Million Dollars (\$1,000,000) upon execution of the Credit Agreement, which funds shall be used for public projects and expenses at City's discretion. City shall reimburse to Developer from ADP Fees One Million Eight Hundred Thousand Dollars (\$1,800,000) upon completion of construction of the Improvements. Such reimbursement by City shall reduce the amount of the Maximum Reimbursement by \$1,800,000.

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

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

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

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

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

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

**DEVELOPER:**

DUKE REALTY LIMITED PARTNERSHIP, an  
Indiana limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

**CITY:**

City of Perris, a California municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

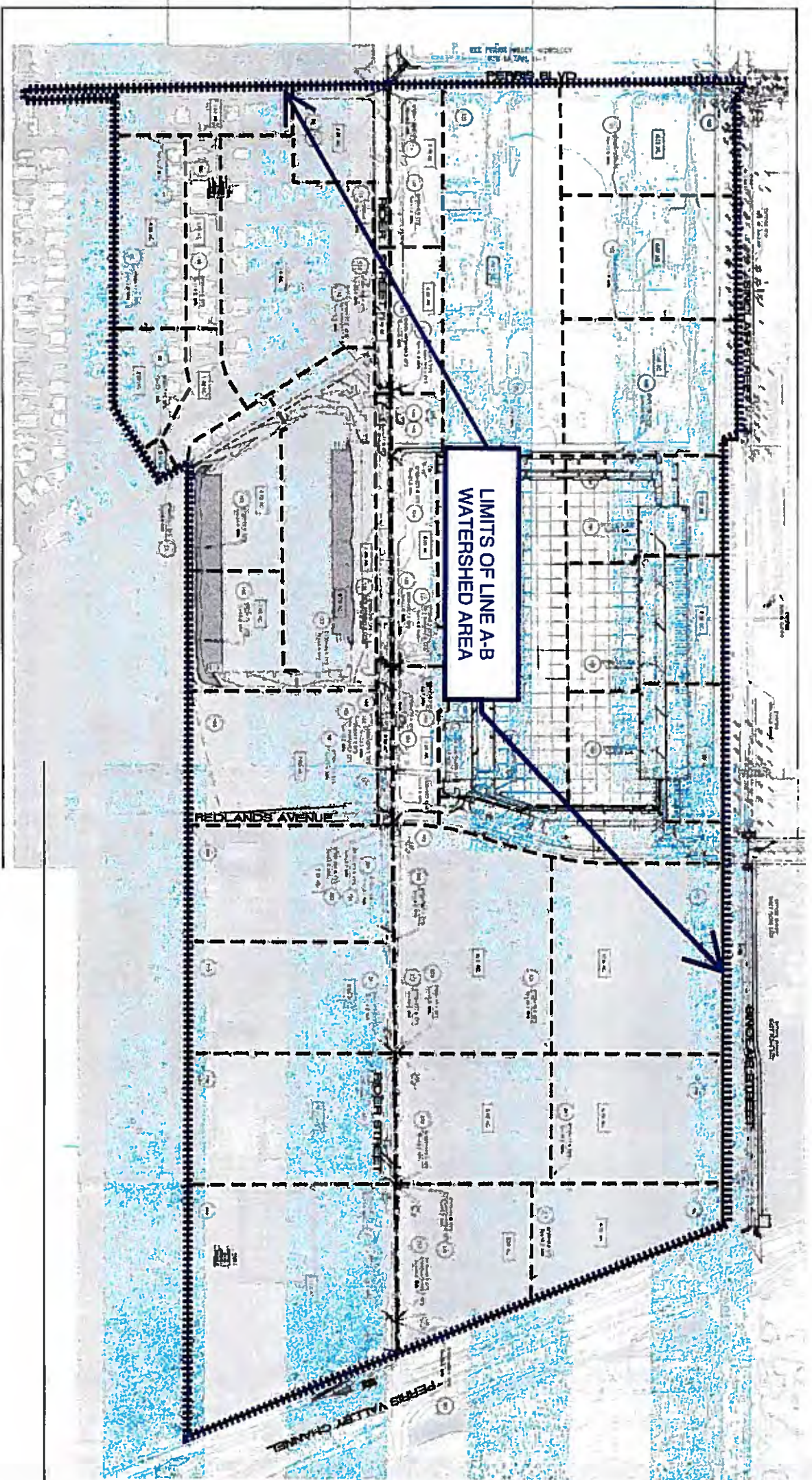
**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT "A"**  
**TO REIMBURSEMENT AGREEMENT**  
**MAP OF LINE AB WATERSHED AREA**

**EXHIBIT "B"**  
**TO REIMBURSEMENT AGREEMENT**  
**MAP OF PERRIS MASTER DRAINAGE PLAN AREA**



LIMITS OF LINE A-B  
WATERSHED AREA



CITY OF REDLANDS  
INTERLOCAL AGREEMENT  
PERRY'S VALLEY MAP  
LINE A-B (SHEET 87)

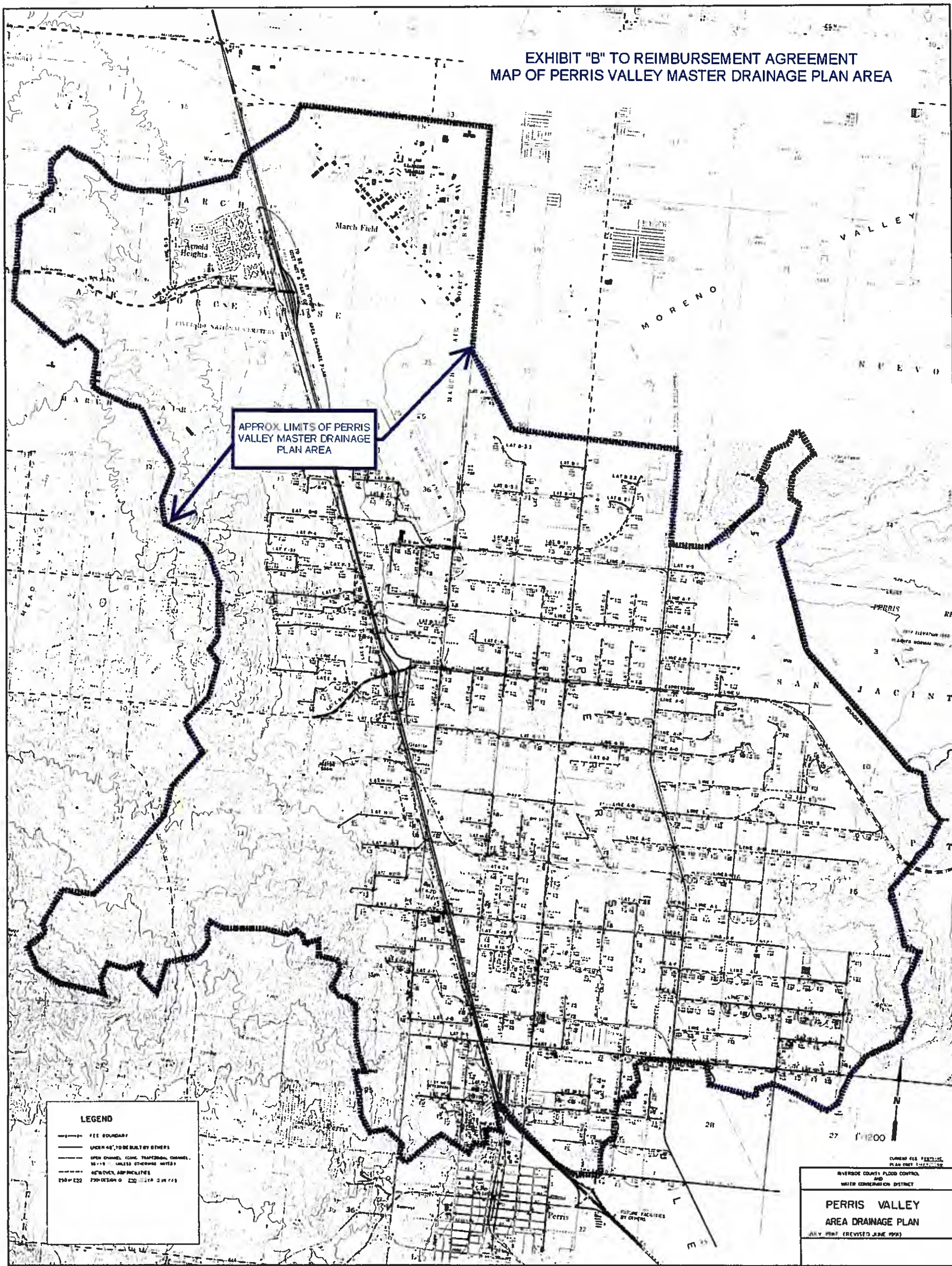


Symbol	Description
(Dashed line)	Watershed Boundary
(Blue shaded area)	Watershed Area
(Solid line)	Property Boundary
(Circle with number)	Lot Number

EXHIBIT "A" TO REIMBURSEMENT AGREEMENT  
MAP OF LINE A-B WATERSHED AREA



EXHIBIT "B" TO REIMBURSEMENT AGREEMENT  
 MAP OF PERRIS VALLEY MASTER DRAINAGE PLAN AREA



APPROX. LIMITS OF PERRIS VALLEY MASTER DRAINAGE PLAN AREA

**LEGEND**

- FEE BOUNDARY
- WATER 48" TO BE BUILT BY OTHERS
- OPEN CHANNEL (CONC. TRAPEZOIDAL CHANNEL, 36" TO 48" UNLESS OTHERWISE NOTED)
- 48" OVER APPROPRIATES
- 250' DESIGN Q 250' TO 300' Q 150'

CLINCH FILE PER 73-15  
 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
**PERRIS VALLEY AREA DRAINAGE PLAN**  
 JULY 1987 (REVISED JUNE 1991)

**EXHIBIT "E"**  
**PLANS AND SPECIFICATIONS**

**Drawing List**  
**February 4, 2015**

<u>Sheet #</u>	<u>Line AB Drainage Plans</u>	<u>Signed Date</u>	<u>Consultant</u>
1 of 18	Title Sheet	1/20/15	Thienes Engineering
2 of 18	Plan & Profiles	1/20/15	Thienes Engineering
3 of 18	Plan & Profiles	1/20/15	Thienes Engineering
4 of 18	Plan & Profiles	1/20/15	Thienes Engineering
5 of 18	Plan & Profiles	1/20/15	Thienes Engineering
6 of 18	Plan & Profiles	1/20/15	Thienes Engineering
7 of 18	Plan & Profiles	1/20/15	Thienes Engineering
8 of 18	Plan & Profiles	1/20/15	Thienes Engineering
9 of 18	Plan & Profiles	1/20/15	Thienes Engineering
10 of 18	Plan & Profiles	1/20/15	Thienes Engineering
11 of 18	Plan & Profiles	1/20/15	Thienes Engineering
12 of 18	Plan & Profiles	1/20/15	Thienes Engineering
13 of 18	Plan & Profiles	1/20/15	Thienes Engineering
14 of 18	Lateral Profiles	1/20/15	Thienes Engineering
15 of 18	Lateral Profiles	1/20/15	Thienes Engineering
16 of 18	Lateral Profiles	1/20/15	Thienes Engineering
17 of 18	Lateral Profiles	1/20/15	Thienes Engineering
18 of 18	Details	1/20/15	Thienes Engineering

<u>Sheet #</u>	<u>Water Relocation - EMWD Sketches</u>	<u>Signed Date</u>	<u>Consultant</u>
1 of 14 SK-1200	24" & 27" CML&C at Rider St. & Perris Blvd.	9/16/14	-
2 of 14 SK-1201	27" CML&C at Rider St. & Perris Blvd.	9/16/14	-
3 of 14 SK-1202	8" CML&C at Rider St. & Lakeview Dr.	9/16/14	-
4 of 14 SK-1203	24" CML&C at Rider St. & Johnson Ave.	9/16/14	-
5 of 14 SK-1204	24" CML&C at Rider St. & Redlands Ave.	9/16/14	-
6 of 14 SK-1205	12" CML&C at Rider St. & Redlands Ave.	9/16/14	-
7 of 14 SK-1206	24" CML&C at Rider St. & Kitching St.	9/16/14	-
8 of 14 SK-1207	36" CML&C at Kitching St. & Rider St.	9/16/14	-
9 of 14 SK-1208	8" & 36" CML&C at Rider St. & Wilson St.	10/2/14	-

10 of 14 SK-1209	36" CML&C at Rider St. & Wilson St.	9/16/14	-
11 of 14 SK-1210	27" CML&C at Rider St. & Perris Valley Channel	10/2/14	-
12 of 14 SK-1211	36" CML&C at Rider St. & Perris Valley Channel	10/2/14	-
13 of 14 SK-1212	New 12" CML&C Service Lateral at Rider St. & Johnson Ave.	10/2/14	-
14 of 14 SK-1213	New 12" CML&C Service Lateral at Rider St.	10/2/14	-

<u>Sheet #</u>	<u>Street Plans</u>	<u>Date</u>	<u>Consultant</u>
1 of 4	Title Sheet	-	Thienes Engineering
2 of 4	Street Plan/Profile Rider St. Sta 10+00 – 38+00	-	Thienes Engineering
3 of 4	Street Plan/Profile Rider St Sta 38+00 – 50+00	-	Thienes Engineering
4 of 4	Details & Sections	-	Thienes Engineering

### Project Specifications

Construction Specifications for Duke Perris Logistics Center Domestic Water, Recycled Water, Sanitary Sewer, and Storm Drain Improvements as prepared by Moote Companies dated October of 2014.

Specifications are inclusive of Addendum #1 dated 11/11/14 and Addendum #2 dated 11/25/14.

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: March 31, 2015**

**SUBJECT:**                   **Resolution Approving Loan Agreement between the Perris Public Utility Authority and the City of Perris upon certain terms described in the agenda submittal and resolution, subject to review by the City Attorney.**

**REQUESTED ACTION:**   That the City Council adopt Resolution No. \_\_\_\_ [next in order] entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF PERRIS AND THE PERRIS PUBLIC UTILITY AUTHORITY IN CONNECTION WITH THE SETTLEMENT AGREEMENT WITH BAI INVESTOR, INC., AUTHORIZING CERTAIN ACTIONS, AND THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PERRIS PUBLIC UTILITY AUTHORITY, APPROVING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF PERRIS AND THE PERRIS PUBLIC UTILITY AUTHORITY FOR PAYMENT OF A LOAN, AUTHORIZING CERTAIN ACTIONS, AND THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

**CONTACT:**                   Eric Dunn, City Attorney

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**Background/Discussion:**

In December 2008, the City entered into an agreement (the "Purchase and Sale Agreement") with McCanna Ranch Water Company("MRWC") to purchase assets of the MRWC used in providing water service to the residents of a portion of the City (the "Water System Assets"). The City assigned its rights and obligations under the Purchase and Sale Agreement to the Perris Public Utility Authority ("PPUA"). The PPUA acquired the Water System Assets and executed a promissory note in favor of MRWC ("Promissory Note"). The first payment under the Promissory Note would be due when the State Water Resources Control Board ("SWRBC") issued a permit that would allow the appropriation of water from an underground stream and the PPUA was in a position to issue a bond, payable from the increased water rates to be paid by the customers served under the permit ("First Payment").

In 2009, litigation arose over the use of water from the underground stream to serve any customers not residing in the Villages of Avalon and Amelia Court communities ("Villages Lawsuit"). The Villages Lawsuit settled in December 2010.

BAI Investor, Inc., a California limited liability company ("BAI") purchased the Promissory Note from MRWC and approached the City for the First Payment due under the Promissory Note. At the time, the Villages Lawsuit made it infeasible to increase water rates to support the First Payment.

Consequently, BAI filed a lawsuit against the City and PPUA seeking payment under the Promissory Note ("BAI Lawsuit"). The City, PPUA and BAI desire to settle BAI Lawsuit and make the First Payment under the Promissory Note.

The City has determined to make the First Payment under the Promissory Note by lending PPUA the funds to pay for it. The PPUA will pledge funds from the 1400 metered units to repay the City. The pledge will be of net revenues (after operating and maintenance expenses.) The terms of this loan are memorialized in the attached resolutions and this staff report ("Loan Agreement"). A summary of the terms are as follows:

- Interest rate of 6% amortized over 30 years pursuant to the terms of the Loan Agreement;
- Principal loan amount sufficient to satisfy the outstanding First Payment;
- Loan payable from Net Revenues of the pledged metered units (after operating and maintenance expenses); and
- Loan pre-payable at any time.

The loan is permitted under the Joint Exercise of Powers Act (the "Act."). The terms of the loan agreement are substantially similar to the terms negotiated in an arm's length transaction with BAI prior to the City determining to make the First Payment. City Staff recommends that the City approve the attached resolutions and authorize the execution of the Loan Agreement.

**Budget (or Fiscal) Impact:**

The cost to lend money to PPUA for payment of the First Payment under the Promissory Note.

Reviewed by:

City Attorney   X  

Assistant City Manager   Re  

Attachments: Resolutions Approving the Loan Agreement between the City and PPUA

Consent: X

Public Hearing:

Business Item:

Other:



RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY, APPROVING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF PERRIS AND THE PERRIS PUBLIC UTILITY AUTHORITY IN CONNECTION WITH THE SETTLEMENT AGREEMENT WITH BAI INVESTOR, INC., AUTHORIZING CERTAIN ACTIONS, AND THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

**WHEREAS**, the City Council (the "City Council") of the City of Perris (the "City"), located in the Riverside County, California entered into an agreement with McCanna Ranch Water Company ("MRWC") to purchase assets of the MRWC used in providing water service to the residents of a portion of the City (the "Water System Assets"); and

**WHEREAS**, the City assigned its rights and obligations of the Water System Assets previously owned by McCanna Ranch Water Company under a Purchase and Sale Agreement to the Perris Public Utility Authority (the "Authority"); and

**WHEREAS**, the Authority acquired the Water System Assets and executed a promissory note in favor of McCanna Ranch Water Company ("Promissory Note"); and

**WHEREAS**, the first payment under the Promise Note, the first payment would be due when the State Water Resources Control Board ("SWRBC") issued a permit that would allow the appropriation of water from an underground stream and the Authority would issue a bond, payable from the increased water rates paid by the customers served under the permit ("First Payment")

**WHEREAS**, litigation in connection with the use of the Water System made it infeasible to increase water rates to satisfy the First Payment as the Authority intended; and

**WHEREAS**, the First Payment in the amount of \$5,879,635, is still outstanding; not including other amounts such as interest and collection costs; and

**WHEREAS**, pursuant to the terms and provisions of the Joint Exercise of Powers Act (the "Act"), being Section 6588, Article 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, the Authority may enter into an agreement to loan money from another local agency and pledge revenues in connection therewith; and

**WHEREAS**, the City has determined that in the interest of prudent management of its fiscal affairs, it will loan the Authority an amount sufficient to satisfy the outstanding First Payment with an interest rate of 6% amortized over 30 years pursuant to the terms of a loan agreement between the City and the Authority ("Loan Agreement"); and

**WHEREAS**, pursuant to the Loan Agreement, the Authority will repay the City by pledging the net revenues of its 1400 metered water units (after operating and maintenance expenses), and shall be pre-payable at any time; and

**WHEREAS**, in connection with the loan, the Authority, among other obligations, will execute the Loan Agreement substantially consistent with the terms thereto; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Perris does hereby resolve, determine and order as follows:

Section 1. Each of the above recitals is true and correct and is adopted by the City Council of the City of Perris.

Section 2. The Loan Agreement in a form to be approved by the City Attorney, between the City and the Authority is hereby approved with such changes as may be approved by the Mayor, City Manager, Assistant City Manager, or Finance Director (each, an "Authorized Officer"), such approval to be conclusively evidenced by the execution and delivery thereof. Each Authorized Officer, acting alone, is hereby authorized and directed for and in the name of the City to execute the Loan Agreement.

Section 3. The City hereby determines that it is prudent in the management of its fiscal affairs to enter into the Loan Agreement and hereby finds significant public benefits will result in accordance with the criteria set forth in Government Code Section 6586, including but not limited to demonstrable savings in effective interest rate, bond preparation, bond underwriting, or bond issuance costs, significant reductions in effective user charges for the water system over time, employment benefits from undertaking future projects and more efficient delivery of local agency services to residential and commercial development.

Section 4. The Authorized Officers and the City Clerk, or their designees, and each and every officer thereof is authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents and certificates which they may deem necessary or advisable in order to consummate the transactions authorized hereby, including but not limited to the execution of the any agreements, deeds, notes, the filing of any documents and otherwise effectuate the purpose of this Resolution.

**APPROVED, PASSED AND ADOPTED** this 31 day of March, 2015.

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Mayor

ATTEST:

Resolution No.  
Page 3

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City Clerk

**CERTIFICATION**

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

I, \_\_\_\_\_, City Clerk of the City of Perris, do hereby certify that Resolution No. \_\_\_\_\_ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Perris on 31 of March 2015 by the following votes.

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
**NANCY SALAZAR,**  
**CITY CLERK**

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PERRIS PUBLIC UTILITY AUTHORITY, APPROVING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF PERRIS AND THE PERRIS PUBLIC UTILITY AUTHORITY FOR PAYMENT OF A LOAN, AUTHORIZING CERTAIN ACTIONS, AND THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

**WHEREAS**, the Perris Public Utility Authority (the "Authority") is a joint exercise of powers authority organized and existing under the laws of the State of California, and pursuant to a joint exercise of powers agreement, dated December 28, 1999, between the City of Perris (the "City") and Redevelopment Agency of the City of Perris (the "Agency"), with the authority to assist the City and the Agency in providing for financing and refinancing in connection with the acquisition, construction and rehabilitation of public improvements for the benefit of the lands and inhabitants of the City and the Agency, including but not limited to, the acquisition of land and improvements related to a water system for portions of the City's residents; and

**WHEREAS**, the City Council (the "City Council") of the City of Perris (the "City"), located in the Riverside County, California entered into an agreement with McCanna Ranch Water Company to purchase assets of the MRWC used in providing water service to the residents of a portion of the City (the "Water System Assets");

**WHEREAS**, the City assigned its rights and obligations of the Water System Assets previously owned by McCanna Ranch Water Company under a Purchase and Sale Agreement to the Authority; and

**WHEREAS**, the Authority acquired the Water System Assets and executed a promissory note in favor of McCanna Ranch Water Company ("Promissory Note"); and

**WHEREAS**, the first payment under the Promissory Note would be due when the State Water Resources Control Board ("SWRBC") issued a permit that would allow the appropriation of water from an underground stream and the Authority would issue a bond, payable from the increased water rates paid by the customers served under the permit ("First Payment"); and

**WHEREAS**, litigation in connection with the use of the Water System Assets made it infeasible to increase water rates to satisfy the First Payment as the Authority intended; and

**WHEREAS**, the First Payment in the amount of \$5,879,635, is still outstanding; not including other amounts such as interest and collection costs; and

**WHEREAS**, pursuant to the terms and provisions of the Joint Exercise of Powers Act (the "Act"), being Section 6588, Article 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, the Authority may enter into an agreement

to loan money from another local agency and pledge revenues in connection therewith;  
and

**WHEREAS**, the Authority will pay the First Payment through a loan from the City in the amount sufficient to satisfy the outstanding First Payment with an interest rate of 6% amortized over 30 years pursuant to the terms of a loan agreement (“Loan Agreement”); and

**WHEREAS**, the Authority will repay the City by pledging the net revenues of its 1400 metered water units (after operating and maintenance expenses), and shall be pre-payable at any time; and

**WHEREAS**, in connection with the loan, the Authority, among other obligations, will execute the Loan Agreement substantially consistent with the terms thereto; and

**NOW THEREFORE, THE BOARD OF DIRECTORS OF THE PERRIS PUBLIC UTILITY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Each of the above recitals is true and correct and is adopted by the Board of Directors of the Perris Public Utility Authority.

Section 2. The Loan Agreement in a form to be approved by the City Attorney, between the Authority and the City is hereby approved with such changes as may be approved by the Chair, Executive Director or Treasurer (each, an “Authorized Officer”), such approval to be conclusively evidenced by the execution and delivery thereof. Each Authorized Officer, acting alone, is hereby authorized and directed for and in the name of the Authority to execute the Loan Agreement.

Section 3. The Authority hereby determines that it is prudent in the management of its fiscal affairs to enter into the Loan Agreement and hereby finds significant public benefits will result in accordance with the criteria set forth in Government Code Section 6586, including but not limited to demonstrable savings in effective interest rate, bond preparation, bond underwriting, or bond issuance costs, significant reductions in effective user charges for the water system over time, employment benefits from undertaking future projects and more efficient delivery of local agency services to residential and commercial development.

Section 4. The Authorized Officers and the Secretary, or their designees, and each and every officer thereof is authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents and certificates which they may deem necessary or advisable in order to consummate the transactions authorized hereby, including but not limited to the execution of the any agreements, deeds, notes, the filing of any documents and otherwise effectuate the purpose of this Resolution.

**APPROVED, PASSED AND ADOPTED** this 31 day of March, 2015.

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Chair

ATTEST:

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Secretary

**CERTIFICATION**

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

I, \_\_\_\_\_, [Secretary] of the PERRIS PUBLIC UTILITY AUTHORITY, hereby certify that Resolution No. \_\_\_\_\_ is a full, true and correct copy, and was duly adopted at a regular meeting of the Board of Directors of the Perris Public Utility Authority on 31 of March 2015 by the following votes.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**NANCY SALAZAR,**  
**SECRETARY**



CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: March 31, 2015**

**SUBJECT: Settlement Agreement with BAI Investor, LLC, related to the acquisition of the McCanna Ranch Water Company by the Perris Public Utility Authority**

**REQUESTED ACTION:** That the City Council and PPUA Board approve and authorize the Mayor and PPUA Chairman to execute the Settlement Agreement

**CONTACT:** Eric Dunn, City Attorney

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**BACKGROUND/DISCUSSION:**

In December 2008, the City entered into a Purchase and Sale Agreement with McCanna Ranch Water Company ("MRWC") to purchase assets of MRWC used in providing water service to the area known generally as the Villages of Avalon (the "North Perris Water System"). The City assigned its rights and obligations under the Purchase and Sale Agreement to the Perris Public Utility Authority ("PPUA"). The PPUA subsequently acquired the North Perris Water System, making a down payment of \$2,000,000 and executing a promissory note in favor of MRWC in the amount of \$9,360,000 (the "Promissory Note").

The Promissory Note provided that a first payment of \$4,950,000 would be due when the State Water Resources Control Board ("SWRBC") issued a permit allowing the appropriation of water from an underground stream in the vicinity of the Perris Dam (the "First Permit") and the PPUA was in a position to pay the Promissory Note through net revenues of the North Perris Water System (the "First Payment"). A Second Payment of \$4,410,000 would be due when the SWRCB issued an amendment to the permit allowing appropriation of additional water from the underground stream and diversion of that water to other parts of the City (the "Second Permit").

In January 2010, BAI Investor, LLC ("BAI") acquired the Promissory Note from MRWC at a foreclosure sale and became the successor to MRWC. In January 2009, the SWRBC issued the First Permit. However, the PPUA was not able to implement rates adequate to fund the operation of the North Perris Water System and to pay the First Payment until July 2014. In July 2012, BAI filed a lawsuit against the City and the PPUA seeking payment under the Promissory Note.

The City, the PPUA, and BAI have been in extensive negotiations to reach a mutually acceptable settlement. The proposed Settlement Agreement, attached hereto, provides that the PPUA will pay to BAI the amount of \$5,879,635 in full satisfaction of the First Payment, including principal and interest. The parties will bear their own litigation expenses and attorneys fees incurred in connection with the lawsuit. BAI will dismiss the lawsuit with prejudice as it relates to the First Payment.

In September 2009, the City filed an application with the SWRCB for the Second Permit. As of this date the SWRCB has not issued the Second Permit. The respective staffs of the SWRCB, City, and Eastern Municipal Water District have been working on the proposed allocation of water from the subterranean stream and the approval of the Second Permit is pending. Under the terms of the Settlement Agreement, BAI will dismiss the lawsuit without prejudice as it relates to the Second Permit, and reserve all rights in the future.

If the City Council and PPUA Board approve the Settlement Agreement, the City Attorney and City Manager will finalize the Agreement for execution. If any substantive changes are required the Settlement Agreement will be brought back to the City Council and PPUA Board for further consideration.

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**BUDGET (or FISCAL) IMPACT:**

Pursuant to a separate loan agreement, the City will loan to the PPUA the funds necessary for the settlement payment. The PPUA will repay the loan with revenues from the North Perris Water System.

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Reviewed by:

City Attorney   X    
Assistant City Manager   *RL*  

Attachments: Settlement Agreement

Consent: X  
Public Hearing:  
Business Item:  
Other:

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release ("Settlement Agreement") is entered into by BAI Investor, LLC, a California limited liability company ("BAI"), the City of Perris, a California municipal corporation ("City"), and the Perris Public Utility Authority, a joint powers authority ("PPUA"), with reference to the following facts:

### **RECITALS**

A. In December 2008, the City entered into an agreement (the "Purchase and Sale Agreement") with McCanna Ranch Water Company ("MRWC") to purchase assets of MRWC used in providing water service to the residents of a portion of the City (the "Water System Assets"). A signed copy of the Purchase and Sale Agreement is attached hereto as Exhibit 1. The City assigned its rights and obligations under the Purchase and Sale Agreement to PPUA. PPUA acquired the Water System Assets on December 16, 2008, making a down payment of \$2,000,000 and executing a promissory note in favor of MRWC in the amount of \$9,360,000 (the "Promissory Note").

B. The Promissory Note, a signed copy of which is attached hereto as Exhibit 2, provided that the first payment of \$4,950,000 would be due when the State Water Resources Control Board ("SWRCB") issued a permit pursuant to the SWRCB Application to Appropriate Water No. 30503, filed by MRWC, allowing the appropriation of water from an underground stream in the vicinity of Perris Dam and the PPUA was in a position to pay the Promissory Note through net revenues of the Water System Assets or by issuance of a bond (the "First Payment"). The second payment of \$4,410,000 would be due when the SWRCB issued an amendment to the permit (the "Permit Amendment") allowing appropriation of up to an additional 1,087 acre-feet of water from the underground stream and diversion of that water to other parts of the City (the "Second Payment"). (This Recital B is a general summary of certain terms of the Promissory Note. The actual terms of the Promissory Note control over any inconsistency resulting from the simplification of the terms for purposes of this Recital or this Settlement Agreement.)

C. D. E. On or about January 25, 2010, BAI acquired the Promissory Note at a foreclosure sale and is the successor in interest to MRWC and the current holder of the Promissory Note..

F. On July 26, 2012, BAI filed a lawsuit against the City and PPUA seeking payment under the Promissory Note, among other things. *BAI Investor, LLC v. City of Perris, et al.*, Riverside Superior Court Case No. 30-2012-00586704-CU-BC-CJC (the "BAI Lawsuit").

G. BAI, the City, and the PPUA desire to settle the BAI Lawsuit.

### AGREEMENT

1. First Payment. The PPUA will make a cash payment to BAI of \$5,879,635 in full satisfaction of the First Payment and all other amounts due with respect to the First Payment, including, but not limited to, principal, interest, and collection costs. The parties anticipate this Settlement Agreement will be approved by the City Council of the City and the governing body of the PPUA on March 31, 2015. In that event, the cash payment will be made on or before April 15, 2015. If the Settlement Agreement is approved by the City Council of the City and the governing body of the PPUA at a later meeting, the payment will be made no later than ten (10) business days after that meeting. Payment shall be made by wire to Comerica Bank, ABA No. 121137522, for credit to the account of BAI Investor, LLC, Account No. 1894721453. If the City Council and/or the governing body of the PPUA do not approve the settlement by April 15, 2015, this Settlement Agreement will be void.

2. Dismissal. Within five (5) court days following BAI's receipt of the payment required by paragraph 1 of this Settlement Agreement, BAI shall dismiss the BAI Lawsuit, with prejudice, insofar as it relates to the First Payment and will dismiss the BAI Lawsuit, without prejudice, as to the Second Payment. The Promissory Note will then be endorsed to indicate that the First Payment has been made. All of BAI's rights with respect to the Second Payment are hereby reserved. In the event of a future lawsuit filed by BAI as to claims asserted in the BAI Lawsuit pertaining to the Second Payment, City and PPUA waive the right to assert any defenses based on

statutes of limitation, laches or delay if the lawsuit is filed within four (4) years after the Second Payment becomes due pursuant to the Promissory Note. BAI agrees not to file any lawsuit related to the Second Payment prior to the time the Second Payment becomes due pursuant to the Promissory Note.

3. Costs and Attorneys' Fees. BAI, the City and the PPUA shall each bear their own litigation expenses, attorneys' fees and costs incurred in connection with the BAI Lawsuit. In addition, the prevailing party on any claim(s) related to or arising out of this Settlement Agreement, shall be entitled to recover their reasonable litigation expenses, including attorney fees.

4. Mutual Release. Except as to the obligations arising out of or created by this Settlement Agreement, BAI, the City and the PPUA hereby release and discharge the other, and their heirs and assigns, shareholders, officers, directors, employees, agents, successors and assigns as applicable, from any and all sums of money, accounts, rents, claims, demands, contracts, actions, debts, controversies, agreements, damages, and causes of action whatsoever or of whatever kind or nature related to the First Payment due under the Promissory Note and all other amounts due with respect to the First Payment, including, but not limited to, principal, interest, and collection costs, whether known or unknown, or suspected or unsuspected, which either of them now owns, holds, has or claims to have, or at any time hereto before owned, held, had or claimed to have had against the other, or which either of them may own, hold, have or claim to have in the future. This mutual release does not apply to any actions related to or arising out of the Second Payment.

5. Waiver of Section 1542. BAI, the City and the PPUA each acknowledge that they are familiar with Section 1542 of the Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor.

BAI, the City and the PPUA each waive and relinquish any right or benefit which they have or may have under Civil Code § 1542 to the full extent that such rights or benefits may lawfully be waived. In connection with such waiver and relinquishment, BAI, the City and the PPUA each acknowledge

that they or their attorneys may hereafter discover claims or facts in addition to, or different from, those they now know or believe to exist with respect to the subject matter of this Settlement Agreement, but that it is their intention to settle and release the matters which are the subject of this Settlement Agreement fully, finally and forever.

6. Compromise Agreement. It is acknowledged by the parties that this Settlement Agreement is an agreement to compromise and settle claims, and that this Settlement Agreement is not, and shall not be used as, an admission by any party of liability for or the validity of any claims of any other party. Further, nothing in this Settlement Agreement shall be construed to amend, modify, or interpret the terms of the Promissory Note.

7. Authority; Effective Date. The parties to this Settlement Agreement represent, with the intent that the other parties will rely thereon, that the parties to this Settlement Agreement are authorized to enter into this Settlement Agreement and all actions necessary to authorize execution of this Settlement Agreement have been taken. This Settlement Agreement shall not be effective unless and until it has been (a) approved by the City Council of the City and signed by the Mayor or other designee of the City, and (b) approved by the governing body of the PPUA and signed by the chairman of the PPUA's governing body. The date on which it is signed by the PPUA shall be the date of the Settlement Agreement. If the City Council and/or the governing body of the PPUA do not approve the settlement by April 15, 2015, this Settlement Agreement will be void.

8. Counterparts. This Agreement may be executed in any number of counterparts, at different times and locations, all of which taken together shall constitute one and the same instrument.

9. Effect of Headings. The subject headings of the sections of this Settlement Agreement are included for convenience only and will not affect the construction or interpretation of any of its provisions.

10. Word Usage. Unless the context clearly requires otherwise:

- (a) Plural and singular numbers will each be considered to include the other;
- (b) The masculine, feminine, and neuter genders will each be considered to

include the others;

- (c) "Shall," "will," "must," "agree," and "covenants" are each mandatory;
- (d) "May" is permissive;
- (e) "Or" is not exclusive; and
- (f) "Includes" and "including" are not limiting.

11. Amendments. No supplement, modification or amendment of any term, provision or condition of this Settlement Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

12. Entire Agreement. This Settlement Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Settlement Agreement. No representations, warranties, covenants or conditions expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by either party hereto.

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

BAI INVESTOR, LLC, a California limited liability company

By: \_\_\_\_\_  
Jon Demorest

Dated:

CITY OF PERRIS

By: \_\_\_\_\_  
Daryl R. Busch  
Mayor

ATTEST:

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**Dated:**

**PERRIS PUBLIC UTILITIES AUTHORITY**

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

**Daryl R. Busch**  
**Chairman**

**ATTEST:**

\_\_\_\_\_  
Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
General Counsel



CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: March 31, 2015**

**SUBJECT:** Rider Street Joint Use Agreement with SCE

**REQUESTED ACTION:** Approve the Agreement and Authorize the Mayor to Sign

**CONTACT:** Habib Motlagh, <sup>H</sup>City Engineer

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**BACKGROUND/DISCUSSION:** The improvements adjacent to Ridge project along Rider Street will cause relocation of existing power poles. Since these poles are currently located in SCE private easement, they have asked that the enclosed joint use agreement is signed to provide SCE with the same benefit at the new pole locations (please see attached letter from Gil Saenz).

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**BUDGET (or FISCAL) IMPACT:** All costs associated with relocation of the poles is paid by Developer

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**Reviewed by:**  
City Attorney  
Assistant City Manager *Mc*

**Attachments:** Letter dated March 24, 2014 from Inland Empire Development Services, Inc. Joint Use Agreement

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



**INLAND EMPIRE  
DEVELOPMENT SERVICES, INC.**

March 24, 2015

Habib Motlagh, City Engineer  
101 N. D Street  
Perris, Ca. 92570

Re: SCE Jt. Use Agreement (JUA)

Dear Habib

Duke Realty being the current Owner and Developer of the property at the NW corner of Perris and Rider known as Duke Perris Logistics Center has authorized me to process plans and certain documents on their behalf with Southern California Edison (SCE) and the City of Perris.

Duke's project has been entitled, has approved City Plans and is currently under construction of their first Warehouse of approximately 800,000 SF. They are about to commence construction of the surrounding off-site improvements. The improvements along Rider St. require the relocation of 12 Transmission Poles that were initially placed beyond City R/W within an existing SCE easement granted in 1984. That easement and the poles now lie within City Public R/W due to recent dedications granted to the City by the Developer as required for street widening. Duke has entered into an agreement with SCE and has paid them for the relocations to occur.

As a result of the relocation of the poles from the initial SCE easement that is now overlaid by Public R/W, SCE has prepared the JUA recently provided to the City for acknowledgment of the priority rights requested by SCE.

Your consideration for this JUA request will be greatly appreciated so that the Duke and SCE may schedule this relocation to take place.

Sincerely



Gil Saenz, Development Consultant

cc: Scott Sanders, Duke Realty

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
2131 WALNUT GROVE AVENUE  
GO3 - 2<sup>ND</sup> FLOOR  
ROSEMEAD, CA 91770  
ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No. REL202463443  
Serial No. 70634A  
Affects SCE DOC. 377420 and 371489  
Service Order: 801072458

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF PERRIS, a municipal corporation of the State of California, hereinafter called "City",

WITNESSETH:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

A Grant of Easement from John M. Coudures, an unmarried man, et al., dated February 24, 1983, and recorded February 17, 1984, as Instrument No. 32385, of Official Records, in the Office of the County Recorder of Riverside County, hereinafter referred to as "Company's Easement"; and

A Grant of Easement, recorded November 15, 1982, as Instrument No. 197778, of Official Records, in the Office of the County Recorder of Riverside County, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Rider Street, in said City of Perris, County of Riverside, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked Exhibit "A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris  
Serial 70634A  
RP FILE: REL202463443

referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit A".

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris  
Serial 70634A  
RP FILE: REL202463443

or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

By \_\_\_\_\_  
Jay Glasser  
Right of Way Agent  
Land Management Division  
Real Properties Department

CITY OF PERRIS, a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris  
Serial 70634A  
RP FILE: REL202463443

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

State of California )

County of \_\_\_\_\_ )

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

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Signature \_\_\_\_\_

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Perris  
Serial 70634A  
RP FILE: REL202463443

State of California )

County of \_\_\_\_\_ )

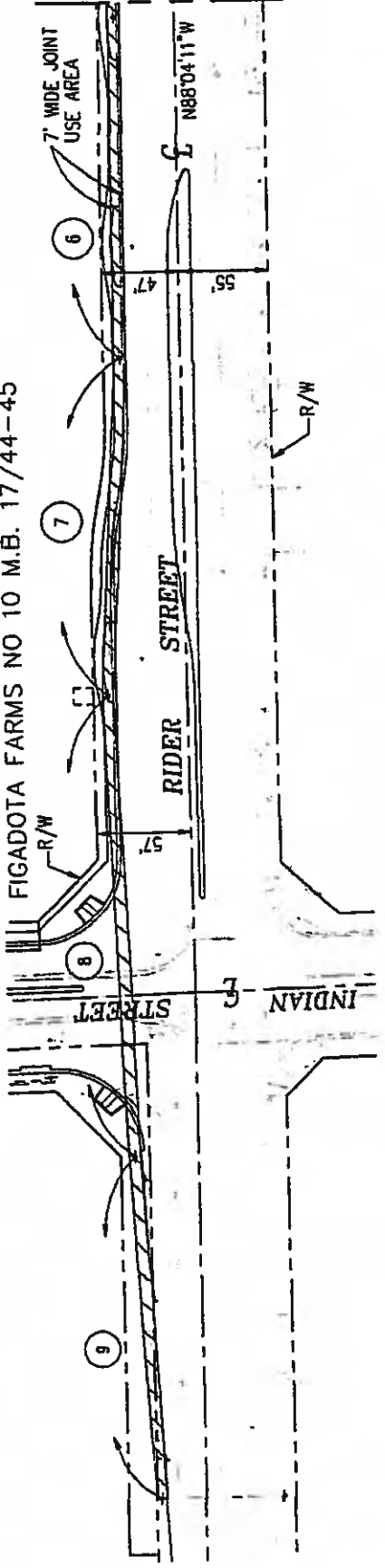
On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized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

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

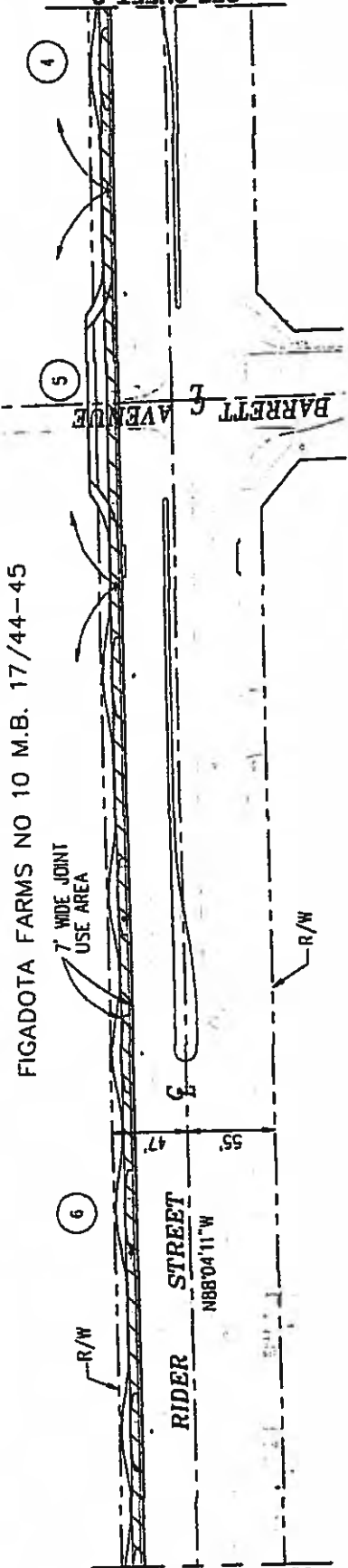
WITNESS my hand and official seal.

Signature \_\_\_\_\_




FIGADOTA FARMS NO 10 M.B. 17/44-45



FIGADOTA FARMS NO 10 M.B. 17/44-45



**LEGEND**

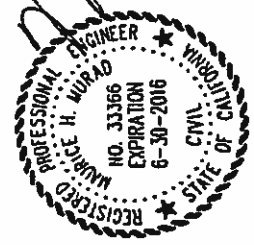
-  AREA OF JOINT USE
-  INDICATES POINT OF COMMENCEMENT
-  INDICATES TRUE POINT OF BEGINNING



COURSE DATA	
#	LENGTH BEARING
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5	240.00' N88°04'05\"/>
6	821.00' N88°04'11\"/>
7	205.31' N84°55'43\"/>
8	283.59' N89°58'27\"/>
9	211.91' N88°40'12\"/>

**EXHIBIT A**  
 AREA OF JOINT USE  
 21,758 SF (0.50 AC)

*Maurice H. Murad*  
 MAURICE H. MURAD, PE 33366  
 DATE 11/4/2014



**HUITT-ZOLIARS** Ontario  
 Huitt-Zollars, Inc.  
 3980 CONCOURS, SUITE 330 • ONTARIO, CALIFORNIA 91764 • (909) 841-7789

AREA OF JOINT USE

SIFQ 70634A

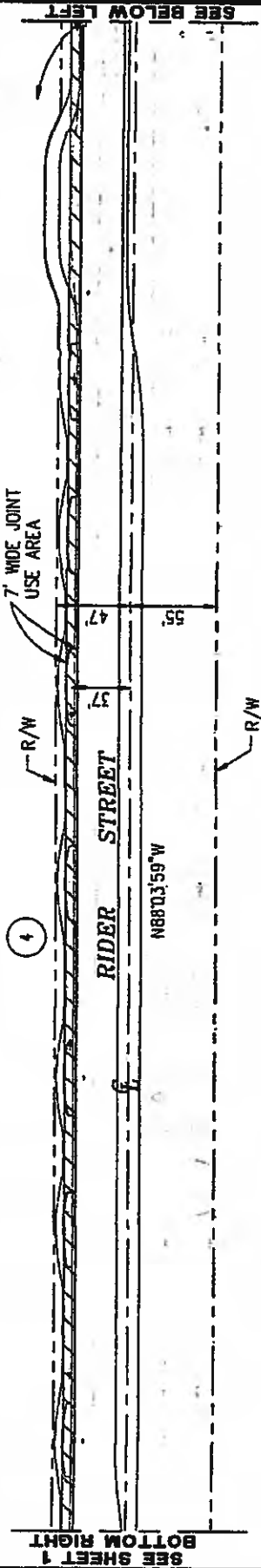
SEE BELOW LEFT

SEE ABOVE RIGHT

SEE SHEET 2 TOP LEFT

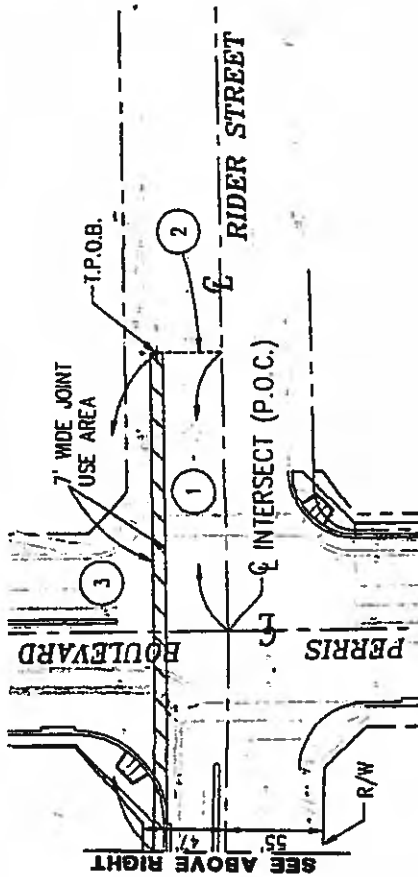


SE 1/2 OF THE SE 1/4, SEC. 7, T.45, R3W






SEE SHEET 1  
BOTTOM RIGHT

SEE BELOW LEFT



SEE ABOVE RIGHT

- LEGEND**
-  AREA OF JOINT USE
  -  P.O.C. INDICATES POINT OF COMMENCEMENT
  -  T.P.O.B. INDICATES TRUE POINT OF BEGINNING

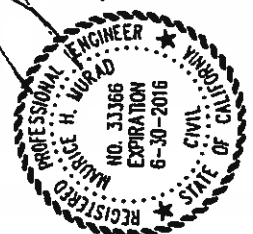


COURSE DATA	
#	LENGTH BEARING
1	155.00' N89°30'36\"/>
2	37.00' N00°29'24\"/>
3	282.05' N88°51'26\"/>
4	1065.00' N88°03'59\"/>

# EXHIBIT A

AREA OF JOINT USE  
21,758 SF (0.50 AC)

*Maurice H. Murad*  
MAURICE H. MURAD, P.E. 33366  
DATE 11/04/2014



**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Ontario  
3890 CONCOURS, SUITE 330 • ONTARIO, CALIFORNIA 91764 • (909) 941-7799

AREA OF JOINT USE

DATE: 08-19-14 DRAWN BY: R.P. SHT 2 OF 2


520 70634A

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: March 31, 2015

**SUBJECT:** **Summary Street Vacation 15-05031-** to summarily vacate the southerly 30-feet of Nuevo Road, from A Street to the Atchison, Topeka and Santa Fe railroad, to facilitate construction of a new parking lot for Innovation Horizons Charter School. Applicant: Perris Elementary School District

**REQUESTED ACTION:** **ADOPT a Resolution approving Street Vacation 15-05031** to summarily vacate the southerly 30-feet of Nuevo Road, from A Street to the Atchison, Topeka and Santa Fe railroad, subject to the attached findings and conditions of approval.

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

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**BACKGROUND/DISCUSSION:**

Perris Elementary is requesting a Summary Vacation to vacate the southern 30-foot portion of Nuevo Road, from A Street to the Atchison, Topeka and Santa Fe railroad. The portion of Nuevo Road to be vacated is unimproved and has never been used as a public road. As well, there are no plans to improve this portion of Nuevo Road as a right-of-way in the City of Perris. The northerly portion of Nuevo Road is located within the Riverside County limits and is also in the process of being vacated through the County. Once vacated, this portion of Nuevo Road will be developed with a new parking lot for Innovation Horizons Charter School. There are no affected utilities in the Perris City portion of Nuevo Road to be vacated. The City Engineer has also reviewed this request.


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 Nuevo Road has been impassable as a public road and no public funds have been expended on its maintenance for the last five years.

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. 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.

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**PREPARED BY:** Ilene Paik, Associate Planner

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

**Attachments:** Resolution, Exhibit A (*Legal Description*) and Exhibit B (*Vacation Exhibit*), Conditions of Approval and Preliminary Parking Lot Plan

**Consent:** **March 31, 2015**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO SUMMARILY VACATE THE SOUTHERLY 30-FEET OF NUEVO, FROM A STREET TO THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, TO FACILITATE A NEW PARKING LOT FOR INNOVATION HORIZONS CHARTER SCHOOL, SUBJECT TO THE FINDINGS NOTED HEREIN.**

**WHEREAS**, an application was submitted by the Perris Elementary School District for a Street Vacation (*Street Vacation 15-05031*) to summarily the southerly 30-feet of Nuevo Road, from A Street to the Atchison, Topeka and Santa Fe railroad, to facilitate construction of a new parking lot for Innovation Horizons Charter School, herein referred to as Exhibits "A" and "B" (see attached Exhibits "A – Legal Description" and "B – Street Vacation"); and

**WHEREAS**, it has been determined there are no in-place public utilities or easements located in the unimproved section of Nuevo Road that would be adversely affected by the vacation; and

**WHEREAS**, the City Council has determined that the requested Summary Vacation is in the public interest and convenience as the portion of Nuevo Road to be vacated is unimproved and has never been used as a public road; 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 Nuevo Road 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

**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 31<sup>st</sup> day of March, 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 14<sup>th</sup> day of January 2014, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

# CITY COUNCIL CONDITIONS OF APPROVAL

**Summary Street Vacation Number 15-05031**

**March 31, 2015**

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**Summary Street Vacation 15-05031-** to summarily vacate the southerly 30-feet of Nuevo Road, from A Street to the Atchison, Topeka and Santa Fe railroad, to facilitate construction of the a new parking lot for Innovation Horizons Charter School. Applicant: Perris Elementary School District

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## **General Requirements**

1. 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 Public Works 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.
2. 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.
3. **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 15-050301**. 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.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**VACATION OF A PORTION OF NUEVO ROAD**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, WHICH LIES WESTERLY OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, BEING NUEVO ROAD IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE BEING THE CENTERLINE OF "A" STREET AS SHOWN ON THE MAP FILED IN BOOK 70 PAGE 54 OF RECORD OF SURVEYS OF SAID COUNTY BEARING NORTH 00°25'32" WEST, SAID TERMINUS ALSO BEING THE SOUTHERLY QUARTER SECTION OF SAID SECTION 19, ALSO BEING A POINT ON THE CENTERLINE OF NUEVO ROAD; THENCE ALONG SAID CENTERLINE OF NUEVO ROAD NORTH 89°25'46" EAST A DISTANCE OF 43.66 FEET TO THE TRUE POINT OF BEGINNING; CONTINUING ALONG SAID CENTERLINE OF NUEVO ROAD NORTH 89°25'46" EAST A DISTANCE OF 281.78 FEET TO A POINT ON THE WESTERLY LINE OF RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT RIGHT-OF-WAY; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 20°11'22" EAST A DISTANCE OF 31.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF NUEVO ROAD; THENCE CONTINUING ALONG SAID NUEVO ROAD RIGHT-OF-WAY SOUTH 89°25'46" WEST A DISTANCE OF 292.55 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF "A" STREET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY OF "A" STREET NORTH 0°25'32" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 8,615 SQUARE FEET, MORE OR LESS.

PREPARED BY:

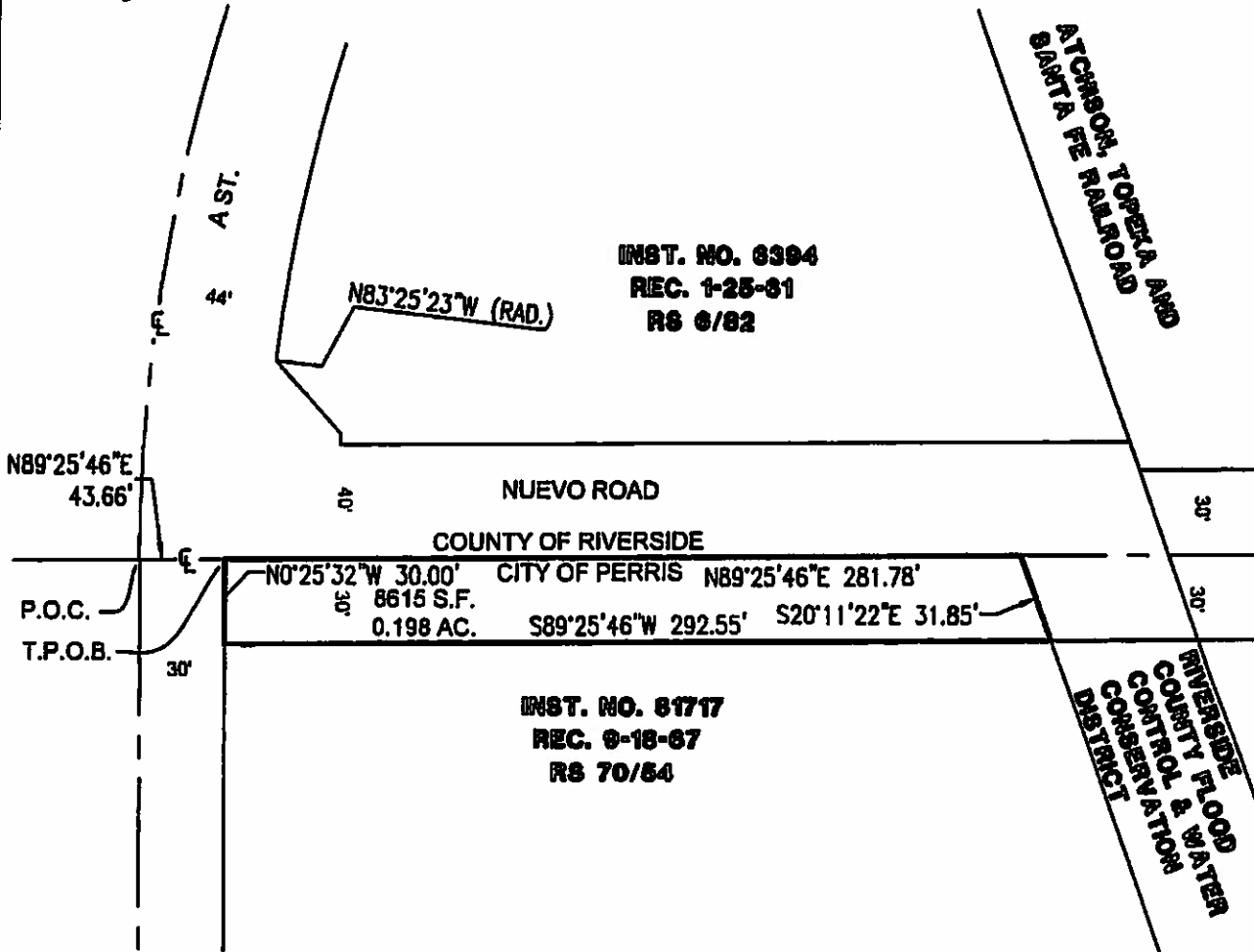
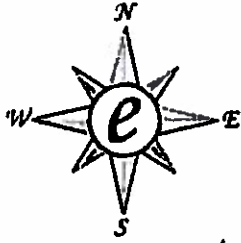
  
AARON T. SKEERS, P.L.S. 8604      DATE 6-17-14  
EXPIRES 12-31-15



# EXHIBIT "B"

SHEET 1 OF 1

## VACATION OF A PORTION OF NUEVO ROAD



PREPARED UNDER THE SUPERVISION OF:

*ljs* 617.14

AARON T. SHEERS, P.L.S. DATE  
LS 8604 EXP. 12/31/15



1 INCH = 60 FT.

ENCOMPASS ASSOCIATES, INC.

CONSULTING CIVIL ENGINEERS  
5699 COUSINS PLACE  
RANCHO CUCAMONGA, CA 91737  
(909) 684-0093

CityVacation.txt

Parcel Name: Site 1 - Property : 4  
Description:  
Process segment order counterclockwise: False  
Enable mapcheck across chord: False  
North: 5,000.2987' East: 5,029.9986'

Segment# 1: Line  
Course: N89°25'46"E Length: 281.78'  
North: 5,003.1047' East: 5,311.7646'

Segment# 2: Line  
Course: S20°11'22"E Length: 31.85'  
North: 4,973.2117' East: 5,322.7569'

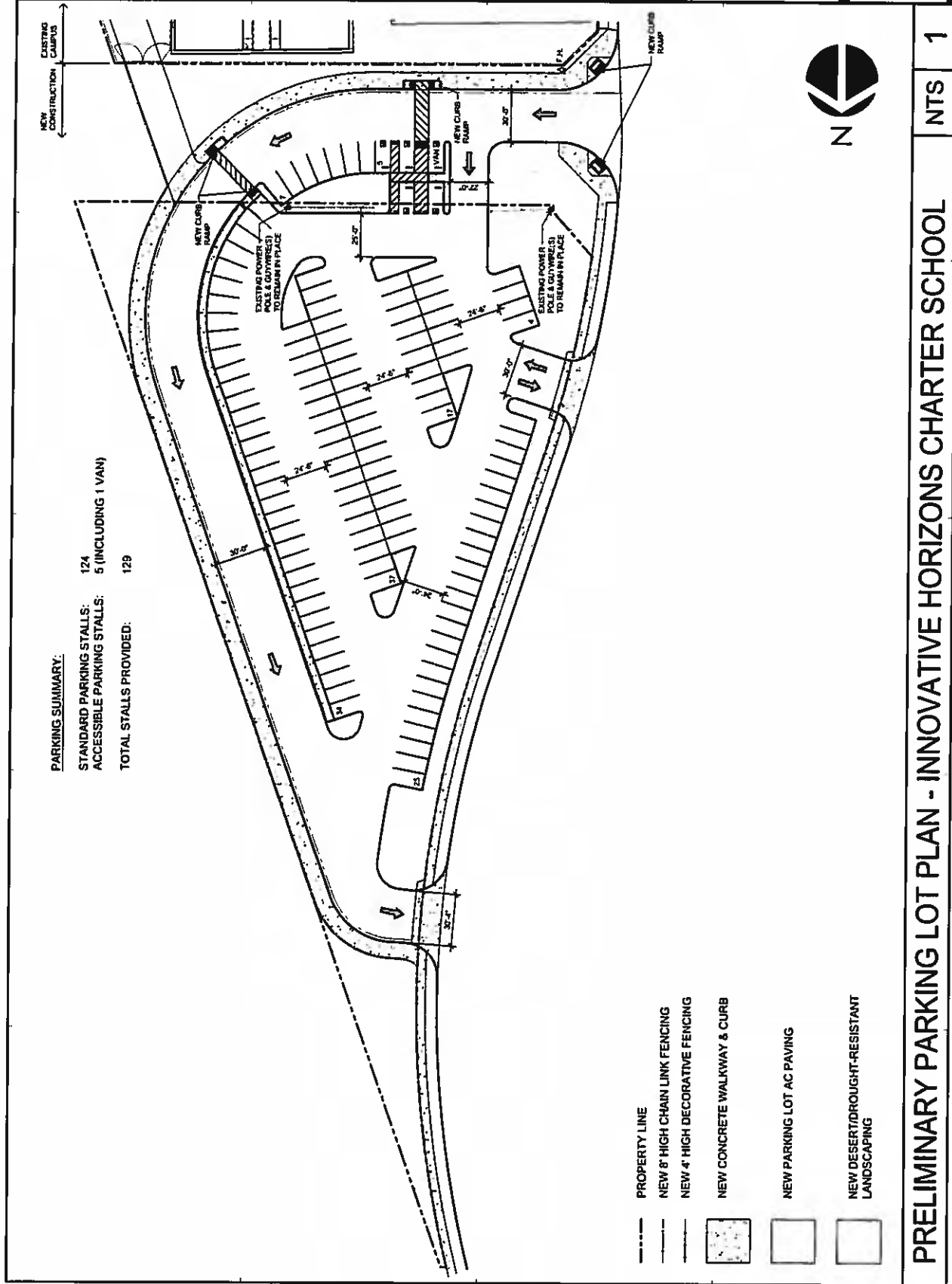
Segment# 3: Line  
Course: S89°25'46"W Length: 292.55'  
North: 4,970.2985' East: 5,030.2214'

Segment# 4: Line  
Course: N0°25'32"W Length: 30.00'  
North: 5,000.2976' East: 5,029.9986'

Perimeter: 636.18' Area: 8,614.945q.Ft.  
Error Closure: 0.0011 Course: S2°16'06"W  
Error North : -0.00110 East: -0.00004

Precision 1: 578,345.45





PRELIMINARY PARKING LOT PLAN - INNOVATIVE HORIZONS CHARTER SCHOOL

NTS 1

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date:** March 31, 2015

**SUBJECT:** Annual Statement of Investment Policy for Fiscal Year 2015-16

**REQUESTED ACTION:** Approve Resolution No. \_\_\_ to adopt the Annual Statement of Investment Policy for Fiscal Year 2015-16

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

---

**BACKGROUND/DISCUSSION:**

Pursuant to California Government Code Sections 53600 and 53630 et seq. and 53646, the City is required to adopt an annual investment policy by resolution.

The Statement of Investment Policy sets forth policies which shall govern the investment of the City's funds. It will be used by City officials and staff, as well as all other third-party providers of investment or investment-related services. Its purpose is to ensure the safety, liquidity, and maximum yield of all City investments and direct the prudent investment and protection of the City's funds and investment portfolio. The policy applies to all financial assets of the City of Perris, conforms to State law and is consistent with Government Code section 53600 and 53630 et seq. and 53646.

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**BUDGET (or FISCAL) IMPACT:**

No fiscal impact.

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Reviewed by:

City Attorney  
Assistant City Manager 

Attachments: Investment Policy  
Resolution

Consent

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

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2015-16***

***WHEREAS***, IN ACCORDANCE WITH California Government Code Section 53600, et seq., and the City of Perris Statement of Investment Policy, the City Finance Director/Treasurer has prepared and submitted to the City Council the Annual Statement of Investment Policy for Fiscal Year 2015-16.

***WHEREAS***, the City Council as the legislative body of the City recognizes its responsibility to properly direct the investments of funds under its care and provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

***NOW, THEREFORE***, be it resolved by the City Council of the City of Perris, as follows:

***Section 1.*** The City Finance Director/Treasurer of the City of Perris declares the annual Statement of Investment Policy is as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though fully set forth in length.

***Section 2.*** The Annual Statement of Investment Policy for the City of Perris for Fiscal Year 2015-16 has been adopted by the City Council for implementation by the City Finance Director/Treasurer.

***ADOPTED, SIGNED and APPROVED*** this 31st day of March 2015.

\_\_\_\_\_  
**MAYOR OF THE CITY OF PERRIS**

Attest:

\_\_\_\_\_  
CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) Ss  
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 the regular meeting thereof held on the 31st day of March 2015, by the following vote:

Ayes:  
Noes:  
Absent:

\_\_\_\_\_  
CITY CLERK

**CITY OF PERRIS**  
**STATEMENT OF INVESTMENT POLICY**  
**Fiscal Year 2015 – 2016**

**I. PURPOSE**

The purpose of this Investment Policy is to establish investment guidelines for the City Treasurer. Each transaction and the entire portfolio must comply with California Government Code Section 53600, et seq., and this policy.

The City Council of the City of Perris and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

**II. SCOPE**

This Investment Policy applies to all financial assets of the City of Perris as accounted for in the Annual Report. Funds specifically exempt from this policy include bond proceeds, employee deferred compensation plans, funds held in trust with the City with specific investments instructions, and any funds held in employee pension plans. Policy statements outlined in this document focus on the City of Perris' pooled funds, but will also apply to all other funds under the City Finance Treasurer's span of control unless specifically exempted by statute or ordinance.

The primary guiding investment policy for bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board. As a minimum standard for the investment of bond proceeds, the governing bond documents will have permitted investment language that follows guidelines used by one of the two largest bond insurers in the United States. Deviations from this guideline may be made with the expressed consent of the City Council.

Investments related to the City's Deferred Compensation Plans are managed by third party administrators and investments and mutual fund selection is directed by the individual Plan participants. Deferred Compensation Plans must be approved by the City Council.

### **III. PRUDENCE**

The standard to be used by investment officials shall be that of a “prudent expert” and shall be applied in the context of managing all aspects of the overall portfolio. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

The City Treasurer and designees appointed to manage the investment portfolio, acting within the intent and scope of this investment policy and other written procedures, and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security’s credit risk or market price changes, provided deviations from expectation are reported in a timely manner and appropriation is taken to control adverse developments.

### **IV. INVESTMENT OBJECTIVES**

All investments shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for all investments are ranked in order of importance.

- **Safety** – The preservation of principal is the primary objective. The City will undertake investments in a manner that ensures the preservation of capital in the overall portfolio.
- **Liquidity** – As a second objective, the investment portfolio should remain sufficiently flexible to enable the City Treasurer to meet all operating requirements, which may be reasonably anticipated. To the extent possible, the maturity of investments selected will match the projected City’s cash requirements, including an amount to cover reasonably estimated contingencies.
- **Public Trust** – In managing the investment portfolio, the City Treasurer and authorized investment officials should avoid any transactions that might impair public confidence.
- **Diversification** - The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.
- **Reasonable Market Rate of Return** – All investments should be designed to attain market average rate of return through budgetary and economic cycles, consistent with the average maturity of its portfolio and the credit quality of its securities.

The investment function will have additional goals of: assuring ongoing compliance with Federal, State and local laws governing the investment of funds kept by the City, maintaining reserves for long term projects and contingencies, and establishing quality standards and limits to type of investments made and with which institutions investments are placed with.

## **V. DELEGATION OF AUTHORITY**

Under authority granted by the City Council, the City Treasurer is responsible to invest and reinvest all unexpended funds in the City treasury. Daily management responsibility of the investment program has been delegated to the City Treasurer, who shall establish procedures for the operation consistent with this investment policy.

The City Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City's funds in accordance with this policy, California Government Code Sections 53600, et seq., and all other related Federal and State laws. In the absence of the City Treasurer, the City Manager or his/her designee will serve as the chief investment officer. The City Treasurer may appoint deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

The City Manager's responsibility includes establishing, monitoring and maintaining a strong system of investment controls. The City Manager will provide periodic oversight to the investment function that includes but is not limited to reviewing quarterly investment reports issued by the City Treasurer.

The City Council's primary responsibilities over the investment function includes establishing investment policies, annually reviewing such policies, reviewing quarterly investment reports issued by the City Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.

The City may, in its discretion, engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

## **VI. ETHICS AND CONFLICTS OF INTEREST**

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment

decisions. Officials, staff members, and consultants will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of the City's portfolios.

All bond issue providers including but not limited to underwriters, bond counsel, financial advisors, brokers and dealers, will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

Additionally, the City Treasurer is required to annually file appropriate financial disclosures as required by the Fair Political Practices Commission (FPPC).

## **VII. INDEMNIFICATION OF INVESTMENT OFFICIALS**

Any investment officer exercising his/her authority with due diligence and prudence, and in accordance with the City's Investment Policy, will not be held personally liable for any individual investment losses or for total portfolio losses.

## **VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The City Treasurer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of California. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Treasurer with the following: (e.g. audited financial statements, proof of National Association of Security Dealers certification, trading resolution, proof of State registration, certification of having read the City's investment policy and depository contracts.

An annual review of the financial condition and registrations of qualified bidders will be conducted.

## **IX. AUTHORIZED AND SUITABLE INVESTMENTS**

The investing of City funds is governed by the California Government Code, Sections 53600 et seq. Within the context of the limitation, the following investments are authorized, as further limited herein:



1. United States Treasury Bills, Bonds, and Notes or those for which the full faith credit of the United States is pledged for payment of principal and interest.
2. Obligations issued by Government Sponsored Enterprises such as the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCBS), the Federal Home Loan Banks (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Agricultural Mortgage Corporation (FAMCA) and the Tennessee Valley Authority.

Investments detailed in Item 3, 4, and 5 are further restricted to a percentage of the cost value of the portfolio in any one-issuer name to a maximum of 5%. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth.

3. Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances. Banker's acceptances purchased may not exceed 180 days to maturity or 40% of the market value of the portfolio. No more than 30% may be invested in the banker's acceptances of any one commercial bank pursuant to this section. Issuer must have short term debt obligations rate "A-1" or higher by at least one NRSRO, or long term debt obligations which are rated "A" or higher by at least one NRSRO.
4. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO) that is "A" or higher, or the equivalent, by an NRSRO, having assets in excess of \$500,000,000. Purchases of eligible commercial paper may not exceed 270 days to maturity nor represent more than 10% of the outstanding paper of the issuing corporation. Purchases of commercial paper may not exceed 25% of the market value of the portfolio. Entity must have debt other than commercial paper that is rated "A" or higher by at least one NRSRO, or has commercial paper rated "A-1" or higher by at least one NRSRO.
5. Negotiable Certificates of Deposit issued by nationally or state chartered banks or state or federal savings institutions. Purchases of negotiable certificates of deposit may not exceed 30% of the total portfolio. A maturity limitation of five (5) years is applicable. Issuer must have short term debt obligations rate "A-1" or higher by at least one NRSRO, or long term debt obligations which are rated "A" or higher by at least one NRSRO.
6. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions. The amount per institution is limited to the maximum covered under federal insurance (FDIC). No more than 30% of the portfolio will be

invested in federally insured time deposits. The maximum maturity of non-negotiable certificates of deposit shall not exceed five (5) years.

7. Certificate of Deposit Placement Service (CDARS) used to purchase certificates of deposit described in Items 5 and 6 above. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit, including those purchased with CDARS. The maximum maturity for CDARS shall not exceed five (5) years.
8. Repurchase agreements, which specify terms and conditions, may be transacted with banks and broker dealers. The maturity of the repurchases agreements shall not exceed 92 days. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the investment staff and shall not be allowed to fall below 102% of the value of the repurchase agreement. Repurchase agreements may not exceed 20% of the market value of the portfolio.
9. Local Agency Investment Fund (LAIF), a State of California managed investment pool, may be used up to the maximum permitted by California State Law. No more than 80% of the portfolio shall be invested in LAIF.
10. Bonds, notes, warrants, or other evidences of indebtedness of the State of California or of any local agency within the State of California, or of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency or authority of the local agency. A maximum of 10% may be invested in municipal obligations and the maturity of these investments shall not exceed 5 years. In addition, the issuer itself must have a minimum credit rating of "A" or equivalent by a NRSRO.

The City Treasurer shall provide a table with each quarterly investment report that indicates compliance with the above noted percentage limit for each investment type.

## **X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES**

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.

6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited
8. Mutual funds with weighted average maturities greater than 91 days
9. Investment agreements
10. Guaranteed investment agreements
11. First mortgages or trust deeds
12. Range notes
13. Interest-only strips
14. Common stocks
15. Medium term corporate notes

## **XI. COLLATERALIZATION**

In accordance with California Government Code Section 53652, depository institutions shall secure all active and inactive deposits in excess of insured amounts, including certificates of deposits. Collateral shall be maintained with the agent of depository.

## **XII. SAFEKEEPING**

All security transactions, including collateral for repurchase agreements, entered into by the City of Perris shall be conducted on a delivery versus payment basis. The City will utilize a third party custodian for the holding of investments.

## **XIII. MAXIMUM MATURITIES**

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Pursuant to State law, no investments shall have a maturity in excess of five years, unless the Code specifies a shorter maximum maturity. Investments related to bond reserve funds are not subject to this maximum.

## **XIV. INTERNAL CONTROLS**

The Finance Department shall establish a system of internal controls, which shall be reviewed by the City's independent auditors. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent action by employees and officers of the City.

## **XV. LEVERAGING**

The City may not purchase investments on a margin or through a margin account. The City may not leverage its investments through the use of reverse repurchase agreements.

## **XVI. REPORTING**

The City Treasurer or designee shall submit quarterly investment reports to the City Council within 30 days of the quarter end. This report will include elements of the quarterly reports as prescribed by Government Code Section 53646. Required elements of the quarterly report include:

1. Type of Investment
2. Name of Institution
3. Date of Maturity
4. Amount of Deposit or Cost of Security
5. Current Market Value of All Securities and Source of the Valuation
6. Rate of Return
7. Statement that the portfolio is in compliance with this investment policy and if not, the manner in which the portfolio is not in compliance
8. Statement denoting the ability of the City to meet its pool's expenditures requirements for the next six months

## **XVII. POLICY ADOPTION**

The City of Perris Investment Policy is adopted annually by resolution of the City of Perris legislative authority. The City Treasurer and the City Manager will review the policy on an annual basis and recommend modifications to the City of Perris City Council. Whether or not modifications are made to this investment policy, the City Council will review the policy on annual basis in accordance with State law.

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date March 31, 2015**

SUBJECT: Annexation of CUP 13-07-0010 to the City's Maintenance Districts

REQUESTED ACTION:

Open and Close of Public Hearings, Open 2 Ballots and Adoption of 2 Resolutions Ordering the Annexation of CUP 13-07-0010 to the City's Maintenance Districts, Giving Final Approval to the Engineer's Reports, and the Levying of the 2014-2015 Assessments

CONTACT: Habib Motlagh, City Engineer

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BACKGROUND/DISCUSSION:

CUP 13-07-0010 is a 9.04-acre project located on the southeast corner of Watson Road and Interstate 215. A lumber yard is being constructed on the property by JAR Commercial Investments, LLC.

On January 27, 2015, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for March 31, 2015.

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BUDGET (or FISCAL) IMPACT: The proposed annual maximum assessments are subject to Standard Inflation Factors for labor, energy and water. The current annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Annual Assessment</u>
Maintenance District No. 84-1	\$ 1,757.16
Landscape Maintenance District 1	<u>2,807.74</u>
Total Annual Assessment	\$4,564.90

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Reviewed by:

Assistant City Manager 

City Attorney \_\_\_\_\_

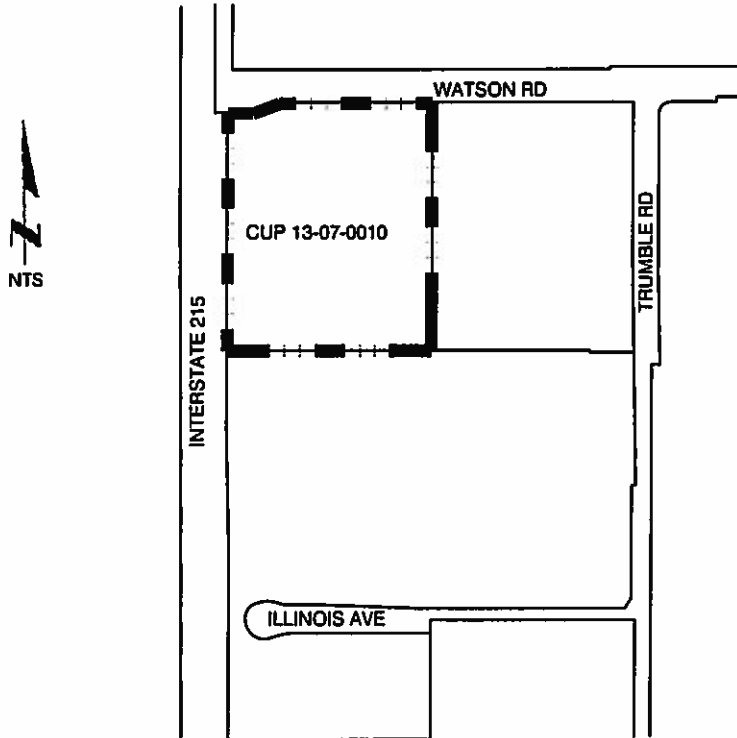
Attachments:

1. Location Map
2. Resolution Ordering the Annexation of CUP 13-07-0010 to MD 84-1, Giving Final Approval to the Engineer's Report, and the Levying of the 2014-2015 Assessments.
3. Resolution Ordering the Annexation of CUP 13-07-0010 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2014-2015 Assessments.

Public Hearing:

**ANNEXATION OF CUP 13-07-0010 TO CITY OF PERRIS  
 MAINTENANCE DISTRICT NO. 84-1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1**

9.04 - acre site



**MD 84-1**

**3 Street Lights**

20% contribution towards the traffic signal at the intersection of Trumble Road and Ethanac Road

**LMD 1**

Watson Road parkways along north boundary

Facility	Annual Assessment
Street Lights and Traffic Signals	\$ 1,757.16
Landscaped Parkways	2,807.74
<b>Total Annual Assessments</b>	<b>\$ 4,564.90</b>

**Standard Inflation Factors (SIF)**

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

MD 84-1 Assessments include SIF 1 and 2  
 LMD 1 Assessments include SIF 1, 2, and 3

**RESOLUTION NUMBER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 13-07-0010 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2014-2015**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 27th day of January 2015, adopt its Resolution of Intention Number 4805 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the "District"), which Resolution of Intention Number 4805 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 4805, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

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

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

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

**Section 1.** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 4805, be done and made.

**Section 2.** Be it further resolved that:

- A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

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

**Section 4.** That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2014-2015 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 31st day of March, 2015.

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Mayor, Daryl R. Busch

ATTEST:

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City Clerk, Nancy Salazar



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

I, , Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of March, 2015, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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City Clerk, Nancy Salazar

**RESOLUTION NUMBER**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 13-07-0010 TO BENEFIT ZONE 109, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2014-2015***

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 27th day of January 2015, adopt its Resolution of Intention Number 4808 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the "District"), which Resolution of Intention Number 4808 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 4808, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

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

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

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

***Section 1.*** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 4808, be done and made.

**Section 2.** Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

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

**Section 4.** That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2014-2015 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 31st day of March, 2015.

---

Mayor, Daryl R. Busch

ATTEST:

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City Clerk, Nancy Salazar

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

I, , Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of March, 2015, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

CITY COUNCIL AGENDA SUBMITTAL  
March 31, 2015

SUBJECT: Approval of the FY 2015-2016 Draft Annual Action Plan Funding  
Recommendations for the Community Development Block Grant (CDBG)  
Program

REQUESTED ACTION:

That the City Council, after hearing all public comments, discussion and any amendments, adopt the attached resolution establishing:

1. Preliminary funding awards for the Fiscal Year (FY) 2015-2016 CDBG Program;  
and
2. Adding the funding awards to the Annual Action Plan.

CONTACT: Darren Madkin, Deputy City Manager 

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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.

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) with its first Annual Action Plan (FY 2014-2015) on May 6, 2014.

On February 11, 2015, HUD staff announced the Fiscal Year 2015 allocations. The FY 2015-2016 allocation for the City of Perris is \$ 925,247.

**Proposed Action Plan Allocations for the CDBG Program**

The primary purposes of CDBG funds are to: 1) provide decent housing; 2) provide a suitable living environment; and, 3) expand economic opportunities, principally for low-to-moderate income persons. In accordance with the CDBG national objectives, an activity must meet one of

three objectives: 1) serve low-moderate income persons; 2) aid in the elimination of slum and blight; or 3) address recent, urgent health or welfare needs (e.g., natural disaster). An activity may be eligible because it either benefits an area (activity serves a census tract which has 51% or more low-moderate income persons) or a limited clientele (persons and families with low-to-moderate income).

The following is a breakdown of CDBG-eligible funding categories for FY 2015-2016:

CDBG CATEGORY	CAP	AMOUNT
Public Service	(15 % cap)	\$138,787.05
Non-Public Service Activities	(No cap)	\$601,410.55
Administration	(20 % cap)	\$185,049.40
<b>Total Available CDBG Funds</b>		<b>\$925,247.00</b>

### **Administration**

A total of \$185,049.40 (20% cap) is available for Administration of Entitlement Programs, including general management, oversight, coordination and monitoring of programs.

### **Public Service Category**

A total of \$138,787.05 is available for public service activities. The City received three (3) requests from City departments for public service funds, as well as five (5) requests from private non-profit agencies. Two (2) of the applications from private non-profit agencies did not meet HUD eligibility criteria and could not be considered for funding. All eligible applications were evaluated on criteria based on needs identified during development of the five-year Consolidated Plan. Staff recommends funding for the three (3) City Department applicants and three (3) of the three (3) eligible private non-profit agency applicants. The private non-profit programs recommended for funding are: Fair Housing Council of Riverside (Housing Services), Perris Valley Youth Association Sports (Youth Mentoring/Athletic Scholarships), and Path of Life Ministries (Homeless Outreach).

### **Non-Public Service Category**

A total of \$601,410.55 is available for non-public service activities. The City received three (3) funding requests from City departments to carry out eligible non-public service activities. The City received one (1) request from a private non-profit agency. The private non-profit applicant submitted a request for a project that is already being carried out by the City. One of the City department requests did not meet HUD eligibility criteria and could not be considered for funding. The City department requests included funding for Lead Based Paint Abatement, a Public Works Park Improvement Project, and Residential Tract Wall Replacement Project. CDBG-eligible activities for non-public service include: housing rehabilitation, housing services, public facility/infrastructure improvements, historic preservation, code enforcement, ADA improvements and economic development.

Under the direction of the City Council, staff is authorized to bring applications for funding to the Council before final allocations are approved and the Annual Action Plan is adopted and

submitted to HUD. It is requested that Council make preliminary funding recommendations based on the projected FY 2015-2016 CDBG Entitlement amount of \$925,247. Final allocations and adoption of the Annual Action Plan will be recommended for approval by City Council at the April 28, 2015 Council meeting. These final allocations will be submitted to HUD through the Annual Action Plan by May 17, 2015 as mandated by federal regulation.

In conformance with the strategy outlined by the Five Year Consolidated Plan, proposed allocations for the 2015-2016 Annual Action Plan are as follows:

**2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Estimated 2015/2016 CDBG Grant: \$925,247  
 Estimated Carry-over/Unallocated Funds: \$0  
**Total Estimated Funding: \$925,247**

**CDBG Allowable Distribution of Funds**

Public Services (15% of new grant): \$138,787.05  
 Planning/Administration (20% of new grant): \$185,049.40  
 Non-Public Services (Other Eligible Activities): \$601,410.55  
 Estimated Carry-over/Unallocated Funds: \$0  
**Total Estimated Funding: \$925,247.00**

**2015-2016 Funding Recommendation Summary**

<b>Administration</b>	
<b>CDBG Administration</b>	<b>\$185,049.40</b>
<b>Public Service Allocations</b>	
Youth Advisory Committee (YAC) Leadership Academy	\$13,504.05
Perris Summer Youth Employment Program	\$14,580.00
Perris Cultural Arts Program	\$12,703.00
Homeless Outreach	\$36,000.00
Fair Housing Services	\$26,000.00
Youth Mentoring Program	\$36,000.00
<b>TOTAL PUBLIC SERVICE ALLOCATIONS</b>	<b>\$138,787.05</b>
<b>Non-Public Service Allocations</b>	
Lead Based Paint Abatement Program	\$150,000.00
Patriot Park Community Building Design	\$451,411.55
<b>TOTAL NON-PUBLIC SERVICE ALLOCATIONS</b>	<b>\$601,411.55</b>
<b>TOTAL ESTIMATED CDBG ALLOCATIONS</b>	<b>\$925,247.00</b>

**PUBLIC NOTICE:** Notice was published on February 25, 2015, in the Perris Progress Newspaper (consistent with the City's Citizen Participation Plan) regarding the Action Plan Development and planned Council Meetings to provide citizens with an opportunity to comment on the Draft Annual Action Plan prior to adoption of the plan.

**BUDGET (or FISCAL) IMPACT:** The fiscal impact to the FY 2015-2016 City Operating Budget is an increase in revenue of \$925,247.

---

Prepared by: Sara Cortés de Pavón, RDA Project Coordinator *SD*  
 Reviewed by: Sabrina Chavez, Asst. Dir. of Housing & Community Services *SC*  
 Reviewed by: Ron Carr, Assistant City Manager *RC*  
 Attachments: 1. Resolution

**Attachment #1**

**RESOLUTION NO. 2015-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,  
APPROVING THE DRAFT FY 2015-2016 ACTION PLAN WITH  
PROPOSED FUNDING FOR THE COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) FEDERAL ENTITLEMENT PROGRAM**

**WHEREAS**, the City of Perris, pursuant to Federal regulations, and has solicited public input on the FY 2015-16 Action Plan with proposed funding; and

**WHEREAS**, the City of Perris, after due consideration and review, has complied with the necessary Federal, State and local regulations and requirements; and

**WHEREAS**, On March 31, 2015, the City Council considered community development and housing needs and approved preliminary CDBG funding recommendations for the FY 2015-16 Action Plan; and

**WHEREAS**, the approvals herein are preliminary for inclusion in the Draft Consolidated Plan Annual Action Plan; final approvals will be adopted on April 28, 2015.

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

**SECTION 1.** That the City Council approves the recommended funding amounts for projects funded under the Federal CDBG Entitlement Program as indicated in Exhibit A.

**SECTION 2.** That the City Council hereby authorizes adding the recommended funding amounts to the Draft Action Plan to be submitted to the Department of Housing and Urban Development (HUD) for FY 2015-16 for the Federal Entitlement Program.

**SECTION 3.** That the City Council authorizes the City Manager, or his designee, to execute all documents related to the Fiscal Year 2015-16 CDBG Entitlement Program.

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



**PASSED, APPROVED, AND ADOPTED ON MARCH 31, 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 15-\_\_ was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 31<sup>st</sup> day of March 2015, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

City Clerk, Nancy Salazar

Resolution Exhibits:

**Exhibit A: Proposed CDBG Allocations**

Exhibit A

# Recommended Allocations

Administration	
CDBG Administration	\$185,049.40
<b>Public Service Allocations</b>	
Youth Advisory Committee (YAC) Leadership Academy	\$13,504.05
Perris Summer Youth Employment Program	\$14,580.00
Perris Cultural Arts Program	\$12,703.00
Homeless Outreach	\$36,000.00
Fair Housing Services	\$26,000.00
Youth Mentoring Program	\$36,000.00
<b>TOTAL PUBLIC SERVICE ALLOCATIONS</b>	<b>\$138,787.05</b>
<b>Non-Public Service Allocations</b>	
Lead Based Paint Program	\$150,000.00
Patriot Park Community Building Design	\$451,410.55
<b>TOTAL NON-PUBLIC SERVICE ALLOCATIONS</b>	<b>\$601,410.55</b>
<b>TOTAL ESTIMATED CDBG ALLOCATIONS</b>	<b>\$925,247.00</b>

# **CITY OF PERRIS**



## **FY 2015-2016 Draft Annual Action Plan**

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**PRESENTED TO:**

**United States Department of  
Housing and Urban Development (HUD)**

**BY:**

**City of Perris  
Housing Authority**

**Richard Belmudez, City Manager  
Darren Madkin, Deputy City Manager  
Sara Cortes de Pavon, RDA Project Coordinator**

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**I. THE PROCESS**

**A. (AP 05) - EXECUTIVE SUMMARY**

**Introduction**

The City of Perris's One Year Action Plan for Fiscal Year (FY) 2015-2016 includes the activities the City will undertake to address its priority needs and local objectives as outlined in its approved 2014-2019 Consolidated Plan. These activities will be addressed using funds received for the FY 2015-2016 program year under the Community Development Block Grant (CDBG). This Action Plan is a yearly funding plan.

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. Eligible low to moderate income areas were determined by the 2010 Census. Eligible activities include, but are not limited to, public service activities, infrastructure improvements, park improvements, code enforcement and Crime Free Multi-Housing.

Activities detailed in the Plan meet one of the following objectives:

- Benefit low to moderate-income persons;
- Aid in the prevention or elimination of slums or blight;
- Meet community development needs having a particular urgency;
- Create or preserve affordable housing; and
- Provide services to the homeless and aid in the prevention of homelessness.

Additionally, activities meet the following goals and objectives for Community Planning and Development (CPD) Programs of the U.S. Department of Housing and Urban Development (HUD):

1. To ensure **decent housing**;
2. To create and maintain **a suitable living environment**; and
3. To expand **economic opportunities**.

## **Summary of Objectives and Outcomes Identified in Consolidated Plan**

### **GOAL 1: DECENT HOUSING**

#### **Housing Strategies**

**Objective 1:** Provide Assistance to Enable Homeownership

- Homeownership Assistance Program
- Foreclosure Acquisition Program

Outcome: Affordability of decent housing to low-income persons

**Objective 2:** Rehabilitate and Preserve Homeownership

- Owner-Occupied Rehabilitation Program
- Senior Home Repair Program

Outcome: Sustainability of decent housing to low-income persons

**Objective 3:** Expand Affordable Housing

- Affordable Housing Development

Outcome: Affordability of decent housing to low-income persons

#### **Lead-Based Paint Hazards Strategy**

**Objective 4:** Reduce Exposure to Lead-Based Paint Hazards

- Lead Education and Prevention Program

Outcome: Availability/Accessibility of decent housing for low-income persons

#### **Fair Housing Strategy**

**Objective 5:** Affirmatively Further Fair Housing

- Fair Housing

Outcome: Availability/accessibility of decent housing for low-income persons

### **GOAL 2: SUITABLE LIVING ENVIRONMENT**

#### **Homeless Strategy**

**Objective 1:** Improve access to homeless services through street outreach

- Homeless Outreach Program

Outcome: Availability/accessibility of services for a suitable living environment for low-income persons

### **Public Service Strategies**

**Objective 2:** Provide Community and Support Services for the Elderly and Youth Special Needs Populations and Beautifications Programs, Projects and Services through CDBG funded public service programs  
Outcome: Availability/accessibility of services for a suitable living environment for low-income persons

### **Community Development Strategy**

**Objective 3:** Public Infrastructure Improvements in Eligible Areas  
Outcome: Availability/accessibility of improved public infrastructure/facilities for a suitable living environment for low-income persons

**Objective 4:** Public Facilities Improvements in Eligible Areas  
Outcome: Availability/accessibility of improved public infrastructure/facilities for a suitable living environment for low-income persons

### **GOAL 3: ECONOMIC OPPORTUNITIES**

#### **Economic Development Strategy**

**Objective 1:** Create Economic Development Opportunities

Outcome: Availability/Accessibility of economic opportunities for low-income persons

#### **Evaluation of Past Performance**

The City of Perris is in the first year of its current Consolidated Plan period (2014-2019) and has met or exceeded most of the goals set forth to ensure decent housing, a suitable living environment and economic opportunities.

Annually, public meetings were held, along with other outreach activities all in an effort to assist the City in choosing goals or projects that would best meet community needs. Projects funded included public service activities that focused on the youth and seniors, both of which were identified, as high priority needs.

The City continues to carry out its programs as identified in its approved Consolidated Plan (2014-2019). To date, the City has allocated all funding

sources to complete programming outlined in annual Action Plans. The City has provided all requested certifications as required by HUD, and have been fair and impartial to entities applying for federal funds to assist in program implementation. The City has not hindered Consolidated Plan implementation through either willful action or through inaction.

### **Summary of Citizen Participation Process and Consultation Process**

In accordance with Federal regulations at 24 CFR 91.105 and 91.200, the City implemented a citizen participation process during the development of the Consolidated Plan, Action Plan and Citizen Participation Plan. In an effort to broaden public participation, the City encouraged residents and community based organizations to provide input on community needs.

The public was informed of the development of the Action Plan and Citizen Participation Plan through various community outreach efforts. Information booths were set up during City sponsored events such as The Christmas Tree Lighting Ceremony, Christmas Parade, and Veterans Day Parade. In addition information booths were set up outside local grocery stores on two separate occasions. A presentation to the Perris City Council was conducted on November 12, 2013 regarding the 2014-2019 Consolidated Plan, Action Plan, and Citizen Participation Plan including the various efforts in place to solicit input and feedback from the general public and businesses. The City published a notice inviting the public to attend a Community Needs Meeting held on November 21, 2013 where attendees were encouraged to provide input on community needs issues and assess the priority of those needs. The notice ran in The Press Enterprise as well as the Spanish based La Prensa newspapers for two weekends prior to the meeting date. The City made available a community needs survey at all City buildings and posted the survey to the City's website. Additional input was requested at a stakeholder focus group meeting held on January 22, 2014 where 117 government, non-profit, private, and state agencies were invited to attend to provide input.

### **Community Needs Survey**

A Community Needs Assessment was made available to the public at all City buildings and online at the City's website in an effort to broaden citizen participation and gather input on community needs. (Comprehensive results of the survey are included in the Appendices)



## **Summary of the Citizen Participation Process**

The City of Perris adheres to a citizen participation process when conducting program planning and reporting for the CDBG program as part of the Consolidated Plan, Action Plan, Citizen Participation Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).

The following is a summary of the Citizen Participation Plan Process for development of the Action Plan:

### **Plan Development**

Citizens were invited to provide input into development of the Action Plan, including identification of priority needs and setting goals and objectives, through one or more of the following mechanisms: community meetings/stakeholder focus groups, community needs survey, public comment period and public hearing process.

In addition, citizens were afforded an additional opportunity to provide input on the development of the 1-Year Action Plan, including priority-funding requests through a Request for Proposals (RFP) process, the public comment period and the public hearing process.

### **Implementation**

The City of Perris encouraged community involvement in the development of the 2015-2016 Action Plan. The development process included consultation with government agencies, service providers and City residents in an effort to identify housing and community development needs.

### **Public Hearings and/or Meetings**

Public hearings provide a major source of citizen input on proposed programs and activities. The City conducted a public hearing and held a public Council meeting in order to address housing and community development needs. Both were held before the proposed Annual Plan was adopted.

### **Public Notification**

To ensure that all City residents had ample opportunity to take notice of all scheduled public hearings, all notices regarding such hearings, including the date, time and location, were published in a local newspaper of general circulation at least ten (10) days prior to the date of public hearing.

### Access to Meetings

All public hearings were conducted at the following location:

City of Perris  
City Hall Council Chambers  
101 N. D Street  
Perris, CA 92570

Spanish translation is available at all public hearings if requested 72 hours in advance of meeting. This location is in compliance with the Americans with Disabilities Act (ADA).

### Evaluation/Review and Comment

Citizens were given the opportunity to review and comment on the Draft One-Year Action Plan from February 25, 2015 through April 28, 2015. The City published a public notice in the local newspaper informing interested persons about the Consolidated Plan review/comment period (see appendices for a copy of the public notice).

### Access to Information/Availability to the Public

As required by Federal regulations, the Consolidated Plan, the Annual Action Plan, the CAPER, and substantial amendments are made available at the following locations:

1. City Hall Clerk's Office
2. City of Perris, Housing Authority

### Written Comments

Public comments were solicited for the Draft Action Plan through public notices for the public hearings. All comments were considered and submitted as part of the final Consolidated Plan.

### Substantial Amendments

Substantial amendments to the Consolidated Plan/Action Plan are defined as:

- Cancellation of an activity previously described in the Plans
- Undertaking an activity not previously described in the Plans
- Substantially changing the purpose, scope, location, or beneficiaries of an activity

A substantial change in funding is herein defined as any amendment that exceeds 50% of the activity budget.

In the event that an amendment to the Plan qualifies as a substantial change, citizens will be given an opportunity to participate in the planning process. This opportunity will be afforded to the citizens in the following manner:

- a. Publication of Information for 30-day Comment Period
- b. Adoption of change through public hearing process

### Technical Assistance

The City conducted a technical assistance workshop during the development of the Consolidated Plan to assist agencies or City departments choosing to assist low-income persons develop proposals for the CDBG Program. The technical assistance included:

- Providing information on Federal programs, including the amount of Federal funds available
- A review of proposal guidelines and requirements for submission of proposals
- Answering questions regarding the Consolidated Plan Development process and/or the proposal process

### Complaints/Grievance Procedure

Citizens are encouraged to submit concerns or complaints in writing. All complaints should be submitted to:

City of Perris  
City Hall Council Chambers  
101 N. D Street  
Perris, CA 92570

During the actual development of the Action Plan submission, written concerns or complaints regarding the Plan shall initiate a written response indicating assessment of the complaint and/or proposals and actions taken to address the complaints and/or proposals before final submission of the Plan to HUD. The City shall ensure that reasonable attempts are made to respond to questions or complaints in a timely manner, usually within fifteen (15) working days after receipt of the inquiry.

**Summary of Public Comments**

**March 31, 2015 Public Hearing**

**April 28, 2015 Public Hearing**

No comments received.

**Comments Received During 30-Day Comment Period**

No formal written comments were received during the 30-day comment period.

**Summary of Comments/Views Not Accepted/Reasons for Non-Acceptance**

All comments were accepted and included in the Annual Action Plan.

**Summary**

In conclusion, the Citizen Participation component of the Consolidated Plan requires major outreach to citizens and other stakeholders. The City of Perris makes every effort to reach the greatest number of persons possible to solicit input on community development and housing needs. All public comments received were incorporated in the Action Plan.

## **B. (PR 05) - LEAD & RESPONSIBLE AGENCIES**

A completed Action Plan describes the lead agency responsible for overseeing the development and implementation of the plan. It also includes a summary of the citizen participation process, public comments, and efforts made to broaden public participation in preparing the plan.

The City of Perris's Housing Authority is the lead agency in the development and implementation of the Action Plan. The Perris Housing Authority does not administer a Housing Voucher Choice Program and currently its only function is to administer grant programs.

## **C. (AP 10) - CONSULTATION**

### **Introduction**

Development of the City of Perris's 2015-2016 Action Plan is a result of consultation with a wide spectrum of public and private agencies. Staff consulted with several agencies to determine community needs and gaps in resources. A public notice was published informing Citizens, Community-Based Organizations, City Departments and the business community of the Action Plan Development process and requirements for submitting project proposals and requesting comments on community needs. A Needs Assessment Questionnaire was also distributed to residents to receive community input.

Other methods used during the consultation process included hosting a stakeholder focus group meeting that included a broad range of businesses and non-profit organizations. In addition, the City held a public hearing, conducted one-on-one personal interviews, and telephone interviews with key stakeholders.

### **Consultation with the Continuum of Care and Efforts to Address Homelessness**

The City of Perris is within the County of Riverside Continuum of Care. The County of Riverside Continuum of Care (COC) is the lead agency. The City attends Board of Governance and Housing meetings that are conducted by the COC. The meetings are specifically designed to link communities and coordinate the efforts addressing the needs of homeless persons and those at-risk of homelessness. The COC also conducts regular meetings of the entitlement cities within the Continuum of Care to discuss the use of Emergency Solutions Grant funds. The City attends these meetings and participates by bringing

documents and information regarding the needs within the City of Perris for the Consolidated Planning Process.

The City participated in the 2013 and 2015 Homeless Counts to conduct complete counts of every census track within the City boundaries for Homeless Counts. The City hosted one deployment center and center coordinators for each of the counts. Data was provided for the point-in-time count.

**Consultation with the Continuum(s) of Care to Determine ESG Allocations**

The City of Perris does not receive ESG funds. However, each year the City conducts a Request for Proposals workshop for CDBG funding. Funding was allocated from Homeless Outreach during FY 2014-2015, which will also be funding again during FY 2015-2016 with CDBG funds. The City specifically addresses the requirements for participating in HMIS for ESG grant awardees. Grantees are encouraged to apply for funding for HMIS within the proposal for request for funding for the other ESG components.

**Agencies, Groups, Organizations Participating in Process**

The following matrix provides a snapshot of agencies that participated during the consultation process:

24 CFR	Agency Type	Agency Consulted
91.100(a)(1)	Housing Services	<ul style="list-style-type: none"> <li>• Neighborhood Housing Services of the</li> <li>• Inland Empire</li> <li>• Perris Housing Authority</li> </ul>
	Fair Housing Services	<ul style="list-style-type: none"> <li>• Riverside Fair Housing Council</li> </ul>
	Homeless Services	<ul style="list-style-type: none"> <li>• Path of Life Ministries</li> </ul>
	Social/Health Services	<ul style="list-style-type: none"> <li>• Perris Valley Youth Association Sport</li> <li>• Dora Nelson African American Art &amp; History</li> <li>• Museum</li> <li>• Riverside County Regional Park &amp; Open-Space District</li> <li>• Eagles Wing Community Outreach Center</li> <li>• Community Action Partnership</li> <li>• Outstanding Care Agency</li> <li>• Restoring Hope</li> <li>• Women Wonder Writers</li> </ul>
91.100(a)(2)	Chronically Homeless	<ul style="list-style-type: none"> <li>• County of Riverside Continuum of Care</li> </ul>
91.100(a)(3)	Lead-Based Paint	<ul style="list-style-type: none"> <li>• Riverside County Department of Public Health</li> </ul>

91.100(a)(4)	Government	<ul style="list-style-type: none"> <li>• City of Perris Public Works Administration</li> <li>• City of Perris Community Services</li> <li>• City of Perris Economic Corporation</li> </ul>
91.100(a)(5)	Planning Agencies	<ul style="list-style-type: none"> <li>• City of Perris Planning Department</li> </ul>
91.100(c)	PHA Plan	<ul style="list-style-type: none"> <li>• Riverside County Housing Authority</li> </ul>

The Consultation and Citizen Participation Process provided outreach to various organizations, agencies, service providers and residents, and included the following methods for gathering input:

- Stakeholder Focus Groups
- Public Hearings
- Consultation with Community Based Organizations
- Community Needs Survey

## **D. (AP 12) - PARTICIPATION**

### **Summary of the Citizen Participation Process**

The City of Perris adheres to a citizen participation process when conducting program planning and reporting for the CDBG program as part of the Consolidated Plan, Action Plan, Citizen Participation Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).

The following is a summary of the Citizen Participation Plan Process for development of the Action Plan:

#### Action Plan Development

Citizens were invited to provide input into development of the Action Plan, including identification of priority needs and setting goals and objectives, through one or more of the following mechanisms: public comment period and public hearing process.

#### Public Hearings and/or Meetings

Public hearings provide a major source of citizen input on proposed programs and activities. The City conducted two public hearing and held a public Council meeting in order to address housing and community development needs. Public hearings were held before the proposed Annual Plan was adopted.

**Public Notification**

To ensure that all City residents had ample opportunity to take notice of all scheduled public hearings, all notices regarding such hearings, including the date, time and location, were published in a local newspaper of general circulation at least ten (10) days prior to the date of public hearing.

**Evaluation/Review and Comment**

Citizens were given the opportunity to review and comment on the Draft One-Year Action Plan from February 25, 2015 through April 28, 2015. The City published a public notice in the local newspaper informing interested persons about the Action Plan review/comment period. (See Appendix C for a copy of the public notice)

**Access to Information/Availability to the Public**

As required by Federal regulations, the Action Plan was made available at the following locations:

1. City Hall Clerk's Office
2. City of Perris Housing Authority

**Summary of Public Comments**

**March 31, 2015 Public Hearing**

**April 28, 2015 Public Hearing**

No comments received.

**Comments Received During 30-Day Comment Period**

No formal written comments were received during the 30-day comment period.

**Summary of Comments/Views Not Accepted/Reasons for Non-Acceptance**

All comments were accepted and included in the Annual Action Plan.



**Summary**

In conclusion, the Citizen Participation component of the Consolidated Plan requires major outreach to citizens and other stakeholders. The City of Perris makes every effort to reach the greatest number of persons possible to solicit input on community development and housing needs. All public comments received were incorporated in the Action Plan.

**II. ANNUAL ACTION PLAN**

**A. (AP 15) – EXPECTED RESOURCES**

**Introduction**

The FY 2015-16 formula entitlement allocation is as follows:

2015-16 ENTITLEMENT ALLOCATIONS & REALLOCATED FUNDS	AMOUNT
Community Development Block Grant (CDBG)	\$925,247
<b>ENTITLEMENT ALLOCATIONS TOTAL</b>	<b>\$925,247</b>
FY 2015-16 CDBG Anticipated Program Income	\$0
<b>TOTAL</b>	<b>\$925,247</b>

**Use of Funds and Anticipated Outcomes are identified in Appendix C: Summary of Annual Goals and Objectives.**

**Federal Resources**

The following represents descriptions of the Federal resources available during FY 15-16.

Community Development Block Grant (CDBG)

CDBG funds are awarded to cities on a formula basis to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities to low-to-moderate income persons.

State-Allocated HOME Investment Partnership Act (HOME) funds

These are Federal funds allocated to the City of Perris through the State of California to increase, improve, and preserve the supply of affordable housing.

**Non-Federal Resources/Leveraging**

In addition to the Federal resources indicated, the City uses a variety of mechanisms to leverage additional resources. In street reconstruction, other funds besides CDBG are used to fulfill the requirements of the City's pavement management program, such as Gas Tax. In public services, funds are either received as part of the program operation or CDBG funds are used with other forms of funding. In recreation facilities and other construction, the City leverages funds from a variety of sources, such as Parks and Recreation Bond funds.

The following represents descriptions of non-Federal resources that support housing and community development needs:

General Funds

The General Operating fund of the City used to account for all the general revenue of the City not specifically levied or collected for other City funds. Major revenue sources included property taxes, utility users and sales taxes, and motor vehicle in-lieu fees.

Gas Tax Funds

The State Gas Tax is revenue received by the City from the State of California. These funds include Gas Tax revenues under sections 2106 and 2107 of the Street and Highway Code, which can be used for either street maintenance or construction.

**Non-Federal Funds Budgeted in 2015-2016**

<b>2015-16 NON-FEDERAL FUNDS</b>	<b>AMOUNT</b>	<b>PLANNED USE</b>
Perris Housing Authority Funds	\$3.2 million	Verano Apartments
RDA Successor Agency Funds	\$1 million	Commercial Facade

**Matching Funds**

Home Match

The City of Perris does not receive HOME entitlement funds from HUD.

ESG Match

The City of Perris does not receive HOME entitlement funds from HUD.

**Publicly-Owned Land or Property in City Used to Address Needs**

Not Applicable

**B. (AP 20) – ANNUAL GOALS AND OBJECTIVES**

Annual Goals, Objectives and number of low-income persons or households assisted are identified in Appendix C: Summary of Annual Goals and Objectives, for each proposed activity.

**C. (AP 35) – PROJECTS**

Detailed Project/Activity information is identified the Appendices as: Appendix C: Summary of Annual Goals and Objectives, for each proposed activity.

The following tables represent a summary of the projects /activities to be undertaken during FY 2015-2016 utilizing Federal CDBG

**CDBG Activities**

<b>Administration</b>	
<b>CDBG Administration</b>	<b>\$185,049.40</b>
<b>Public Service Allocations</b>	
Youth Advisory Committee (YAC): Leadership Academy	\$13,504.05
Perris Employment Program	\$14,580.00
Perris Cultural Arts Program	\$12,703.00
Path of Life: Homeless Outreach	\$36,000.00
Fair Housing Services	\$26,000.00
Youth Mentoring Program	\$36,000.00
<b>Non-Public Service Allocations</b>	
Lead Based Paint Program	\$150,000.00
Park Improvements: Patriot Park	\$451,410.55
<b>TOTAL</b>	<b>\$925,247</b>

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

One Hundred percent (100%) of CDBG funds will be dedicated to projects that benefit low-income residents citywide. The City of Perris continues to expend CDBG funds on a variety of activities that meet underserved needs. These programs provide new or expanded accessibility, affordability and sustainability to decent housing, improved public facilities, and a suitable living environment for low income persons. Such programs included: homeownership assistance,

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housing rehabilitation programs, rental assistance, health and public services, graffiti removal, code enforcement, and fair housing services to meet underserved needs.

#### **D. (AP 50) – GEOGRAPHIC DISTRIBUTION**

##### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

100% of the funds are allocated to projects that meet the low-income limited clientele, low-mod housing or low-mod area national objective. A summary of the proposed projects indicate that approximately 49% of the funding will be distributed to projects in low-mod areas (Park Improvements), while the other 51% will be distributed to projects based on low-mod clientele.

##### **Rationale for the Priorities for Allocating Investments Geographically**

CDBG funds are expended in accordance with identified priorities/needs.

#### **E. (AP 55) – AFFORDABLE HOUSING**

##### **Introduction**

A detailed outline of Annual Goals and Objectives, including Housing Goals are identified the Appendices as: Appendix C: Summary of Annual Goals and Objectives, for each proposed activity.

Below is a summary of Affordable Housing Goals for FY 15-16:

<b>One-Year Goals for the Number of Households to Be Supported</b>	
Homeless	30
Non-Homeless	10
Special Needs	14
<b>Total</b>	<b>54</b>

<b>One-Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	0
The Production of New Units	100
Rehab of Existing Units	35
Acquisition of Existing Units	10
<b>Total</b>	<b>145</b>

## **F. (AP 60) – PUBLIC HOUSING**

### **Introduction**

The City of Perris does not have any Public Housing. Public Housing has been the jurisdictional responsibility of the Housing Authority of Riverside County (HACR). The HACR manages 469 units of public housing throughout Riverside County. A total of 38 public housing units are located in the City of Perris at various locations (102-142 Midway Street). As of April 2014, all 38 public housing units in the City are occupied.

On March 29, 2011 the City of Perris established the Perris Housing Authority. To date, the Perris Housing Authority does not issue Housing Choice Vouchers (Formerly Known as Section 8 Certificates). Primary functions of the Perris Housing Authority include:

1. Administer local affordable housing programs for the City.

**Actions planned during the next year to address the needs to public housing – N/A**

**Actions to encourage public housing residents to become more involved in management and participate in homeownership – N/A**

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance – N/A**

## **G. (AP 65) – HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES**

### **Introduction**

A detailed outline of Annual Goals and Objectives, including actions for ending homelessness are identified the Appendices as: Appendix C: Summary of Annual Goals and Objectives, for each proposed activity.

The City of Perris's one-year goals and actions for reducing and ending homelessness include:

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Currently, outreach and assessment is provided through several of churches. However, the City is a participant in Riverside County's Continuum of Care for the Homeless. The Riverside County Homeless Programs Unit's primary purpose is to develop and maintain an effective county-wide Continuum of Care. The Continuum of Care is the regions plan on organizing, delivering supportive social services, providing outreach and assessment, including housing options, which meet the specific needs of homeless individuals and families. Ultimately, the goal of the Continuum is to move homeless people toward stable housing and maximum self-sufficiency.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City will continue to participate in the County of Riverside's Continuum of Care and support non-profit agencies who address homeless and other special needs of the **Homeless, Non-Homeless, and Chronic Homeless**. The following agencies are located on Joint Powers Authority (JPA) property adjacent to the March Air Reserve Base in Moreno Valley, California in Riverside County. These agencies will undertake activities to meet homeless and other special needs of Perris residents facing homelessness, including homeless prevention, emergency shelter, transitional housing and supportive housing:

1. Path of Life Ministries King Hall - (Outreach & Assessment, Emergency Shelter, Transitional Housing)
2. Lutheran Social and Welfare Services: Amelia's Light – (Outreach & Assessment, Essential Services, Transitional Living Programs, Homeless Prevention Rental Assistance)

3. U.S. Veterans Initiative – (Outreach & Assessment, Transitional Housing)
4. Riverside County Department of Social Services (DPSS) - (Homeless Prevention, Essential Services)

Other local non-profit faith based organizations and those partnering with the Riverside County Continuum of care provide essential services such as: food, clothing, infant supplies, and utility assistance to extremely low, low and moderate income families and individuals. The City of Perris also has a Resource Family Center which offers basic needs, shelter, utility assistance, child care, health, and rental housing assistance.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Chronically homeless individuals are those who have lived in a place not meant for human habitation for a year, or for three or more times within four years. Additionally, chronically homeless individuals have the barrier of living with a disability. These combined factors often lead to isolation and a survival mentality. Moving people from chronic homelessness to living in and maintaining permanent housing requires multi-level efforts.

The City's partnering agencies address reducing homelessness through outreach efforts to persons in need, assessments for medical and essential service needs, options for permanent housing and other needs.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City will continue to participate in the County of Riverside's Continuum of Care and support non-profit agencies who address homeless and other special needs of the homeless and those at risk of becoming homeless.

#### **H. (AP 70) – HOPWA GOALS**

(N/A – THE CITY DOES NOT RECEIVE HOPWA FUNDS)

#### **I. (AP 75) – BARRIERS TO AFFORDABLE HOUSING**

##### **Introduction**

The City has identified factors as potential barriers to affordable housing preservation and production. The City will continue to review the constraints that it has the authority and ability to mitigate for opportunities to eliminate or improve.

##### City Governmental Constraints

- Land use controls
- General Plan
- Zoning Code
- Specific Plans
- Density Bonuses
- Developer Fees

##### Non-Governmental Constraints

- Environmental hazards and issues
- Infrastructure constraints
- Land prices
- Construction costs
- Financing



**Planned Actions to Remove or Ameliorate the Barriers to Affordable Housing (such as, as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment)**

The City will further access to affordable housing through its Fair Housing Program. The City of Perris is committed to furthering the fair housing choice for all residents regardless of race, color, national origin, ancestry, religion, sex, disability, familial status, source of income, sexual orientation, or any other arbitrary factor. The City will continue its partnership with the Fair Housing Council of Riverside County as a contract city under the County of Riverside's CDBG Program in conducting the following services to City residents:

- Anti-Discrimination
- Landlord-Tenant
- Training & Technical Assistance
- Enforcement of Housing Rights
- Administrative Hearings for the Riverside County Housing Authority
- Special Projects

A new AI is being completed as part of the Consolidated Plan and, in the future, updated simultaneously with the 5-Yr Consolidated Plan.

**A. Other Actions**

The following proposed actions will be undertaken to address the areas indicated below:

**Foster and Maintain Affordable Housing**

- Acquisition/Rehab for resale or rental housing (to provide affordable units)
- First-Time Homebuyer Program (affordability through down payment assistance)
- Housing Rehabilitation Programs (to preserve existing affordable housing stock)

**Evaluation and Reduction of Lead-Based Hazards**

- Conduct Inspections and Risk Assessments in conjunction with all housing programs affected by Federal Lead-Based Paint regulations at 24 CFR 35, 24 CFR 570.608 and 24 CFR 982.401.

**Reducing the Number of Persons Below the Poverty Line**

- Fund public service programs that assist extremely low and low - income persons, including but not limited to employment/training

programs, food programs, free or low price health services programs, etc.

- Continue the Section 3 program that applies to construction projects funded with CDBG funds. The Section 3 program is intended to provide employment opportunities for low-income people and qualified Section 3 businesses

#### Meeting Underserved Needs

The City of Perris continues to expended CDBG funds on a variety of activities that meet underserved needs. These programs provided new or expanded accessibility, affordability and sustainability to decent housing, improved public facilities, and a suitable living environment for low income persons. Such programs included: homeownership assistance, housing rehabilitation programs, rental assistance, health and public services, graffiti removal, code enforcement, and fair housing services.

#### Institutional Structure/Coordination

The City continues to coordinate with non-profit providers, community and faith-based organizations, public institutions, and City Departments in the development of the Consolidated Plan Action Plan.

- Continue to coordinate with non-profit providers, community and faith-based organizations, public institutions, community residents, and City Departments to ensure quality services to low-income persons.

#### Minority/Women-Owned Business Enterprises (M/WBE) Efforts

Minority and Women-Owned Business provisions are included in the City's purchasing/procurement policies. In order to promote the use of minority and women-owned businesses, the City takes the following actions:

1. Maintain and update periodically qualified minority and women-owned businesses on a Bidder List.
2. Disseminate information regarding City bidding procedures and practices to the minority business community.
3. Require that the City's Minority Business Questionnaire be included with all City bids and Requests for Proposals.
4. Provide access to the Ethnic/Women Business and Professional directory to area businesses and contractors upon request.

#### Timeliness of Expenditures:

The City will implement the following actions as a part of its policy and procedures to ensure timely expenditure of CDBG funds:

1. Monthly review of project expenditure rates.
2. Include provisions in annual contracts and MOUs to subrecipients reiterating Federal requirements for use of CDBG funds, including timely expenditure of funds.
3. Evaluate infrastructure projects on a quarterly basis for status/progress and completion; CDBG funds will be transferred from stalled or slow-moving projects, subject to Council approval, to projects that are progressing toward construction.

### **Discussion**

As a recipient of CDBG funds, the City of Perris is required to develop a fair housing program whose specific actions and procedures which will have an impact on preventing, reducing or eliminating housing discrimination and other barriers to equal housing choice based on race, color, religion, sex, national origin, ancestry, familial status or physical or mental handicap.

To ensure consistency with the policies and programs recommended by the Consolidated Plan/Action Plan and to ensure continued compliance with the Fair Housing Certification found at 24 CFR 91.225 (a)(1), the city contracted with a consultant to update the City's Analysis of Impediments (AI) in coordination with the 2014-2019 Consolidated Plan. The AI was adopted in May 2014, and assisted the City in better determining what impediments to fair housing may be identified as a Result of data updates from the 2000 Census and by taking current market conditions into account.

## **J. (AP 85) – OTHER ACTIONS**

### **Introduction**

The following proposed actions will be undertaken to address the areas indicated below:

#### **Actions planned to address obstacles to meeting underserved needs**

The City of Perris continues to expended CDBG funds on a variety of activities that meet underserved needs. These programs provided new or expanded accessibility, affordability and sustainability to decent housing, improved public facilities, and a suitable living environment for low income persons. Such programs included: homeownership assistance, housing rehabilitation programs, rental assistance, health and public services, graffiti removal, code enforcement, and fair housing services.

### **Actions planned to foster and maintain affordable housing**

- Acquisition/Rehab for resale or rental housing (to provide affordable units)
- Rental Assistance Programs (to bridge the affordability gap)
- First-Time Homebuyer Program (affordability through down payment assistance)
- Housing Rehabilitation Programs (to preserve existing affordable housing stock)

### **Actions planned to reduce lead-based paint hazards**

- Conduct Inspections and Risk Assessments in conjunction with all housing programs affected by Federal Lead-Based Paint regulations at 24 CFR 35, 24 CFR 570.608 and 24 CFR 982.401.

### **Actions planned to reduce the number of poverty-level families**

- Fund public service programs that assist extremely low and low - income persons, including but not limited to employment/training programs, food programs, free or low price health services programs, etc.
- Continue to fund the Housing Choice Voucher (Formerly Known as Section 8) and Family Self-Sufficiency programs for low-income persons to improve their economic status and lessen need for subsidy
- Continue the Section 3 program that applies to construction projects funded with CDBG funds. The Section 3 program is intended to provide employment opportunities for low-income people and qualified Section 3 businesses

### **Actions planned to develop institutional structure**

The City has an inclusive institutional structure approach that uses a variety of organizations and departments within the City to carry out its housing, homeless, and community development plan. The City continues to streamline and to make improvements to the delivery system to best serve the community through activities and services. As the needs of low to moderate-income residents change, the demand for types of services and programs will also change. This may result in future revisions to the Action Plan through amendments, as necessary.

The City continues to coordinate with non-profit providers, community and faith-based organizations, public institutions, and City Departments in the development of the Action Plan.

The following are potential gaps in the institutional structure that will be approached over the next five year period.

#### Gaps in Service Delivery

Identify need for housing resources available to individuals and households whose needs may not be met within the current program framework;

- Because of the high cost of housing production and construction, look for additional ways to develop units;
- Look at the needs of the senior population and plan for future services;
- Look at the needs of youth and family populations and plan for future programs and services that coincide with the City of Perris Youth and Family Master Plan.

#### Integrated Approach/Vision and Regional Connections

The City of Perris has integrated several required programs and plans with its Action Plan to ensure that all aspects of City government and related agencies (e.g., non-profit providers, private businesses and others) work together on a uniform vision for the benefit of the residents of the City of Perris. Programs and activities funded reflect goals and objectives that are contained in these plans. Some of these plans and programs are as follows: the Housing Element, the Youth and Family Master Plan, Capital Improvements Plans and others. These plans have been created with input from the public, other City departments and divisions, the County Riverside and other agencies and non-profit providers.

In addition, resources and programs are coordinated through the Continuum of Care and through regional work with non-profit organizations that provide activities to assist the homeless, those at risk of homelessness and others within the community, as detailed in the Action Plan section on homelessness and the Continuum.

#### Organizational Structure

City Council is responsible for funding awards, policy creation and oversight of the programs. City staff is responsible for draft funding allocations and geographic distribution of the City's CDBG and other housing funds, management of the CDBG budget, and administration of CDBG Programs.

Activities and development, implementation and/or monitoring of other housing programs, including residential rehabilitation and home buyer opportunities. The majority of staff responsible for implementation of CDBG and housing programs are in the Perris Housing Authority.

These units have a single Housing Manager to help coordinate efforts between the units and with other divisions and departments within the City.

#### Continuum of Care

The City of Perris participates in the County of Riverside Continuum of Care and relies on non-profit providers to provide services.

#### Addressing Gaps in Service Delivery

In FY 2015-2016, the City will undertake the following activities to enhance coordination and eliminate gaps in the institutional structure:

- Continue to coordinate efforts with the County of Riverside Continuum of Care and other agencies on regional homeless issues;
- Continue to promote fair housing;
- Coordinate with the Police Department in the provision of services related to crime prevention, code enforcement and community policing
- Coordinate with the Public Works Department in the provision of infrastructure delivery; and
- Coordinate with the City of Perris Housing Authority, the Community Services Department and external agencies in the provision of public services.

#### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City continues to coordinate with non-profit providers, community and faith-based organizations, public institutions, and City Departments in the development of the Consolidated Plan Action Plan.

- Continue to coordinate with non-profit providers, community and faith-based organizations, public institutions, community residents, and City Departments to ensure quality services to low-income persons.

**K. (AP 90) – PROGRAM SPECIFIC REQUIREMENTS**

**Community Development Block Grant Program (CDBG)  
(Reference 24 CFR 91.220(l)(1))**

**CDBG PROGRAM**

The total amount of CDBG funds available for use in FY 2015-2016 is as follows:

<b>15-16 CDBG ALLOCATION AND PROGRAM INCOME</b>	<b>AMOUNT</b>
Community Development Block Grant (CDBG)	\$925,247
CDBG Anticipated Program Income	\$0
<b>TOTAL</b>	<b>\$925,247</b>

The City does not anticipate carrying over any CDBG funds for use in 2015-2016. The City does not anticipate receiving any program income for use during FY 2015-2016. Any program income received during the year will be reallocated to eligible projects.

**Allocation of Funds**

100% of the funds are allocated to projects that meet the low-income limited clientele, low-mod housing or low-mod area national objective. A summary of the proposed projects indicate that approximately 49% of the funding will be distributed to projects in low-mod areas (Park Improvements), while the other 51% will be distributed to projects based on low-mod clientele.

**Activities to be Undertaken**

<b>Administration</b>	
<b>CDBG Administration</b>	<b>\$185,049.40</b>
<b>Public Service Allocations</b>	
Path of Life: Homeless Outreach	\$36,000.00
Youth Advisory Committee (YAC) Leadership Academy	\$13,504.05
Riverside Fair Housing Council: Fair Housing Program	\$26,000.00
Youth Mentoring Program	\$36,000.00
Perris Employment Program	\$14,580.00
Perris Cultural Arts Program	\$12,703.00
<b>Non-Public Service Allocations</b>	
Lead Based Paint Program	\$150,000.00
Park Improvements: Patriot Park	\$451,410.55
<b>TOTAL</b>	<b>\$925,247.00</b>

**Surplus from Urban Renewal Settlements**

The City will not have surplus from urban renewal settlements for the CDBG Program.

**Grant Funds Returned to the Line of Credit**

The City will not have to return any grant funds to the line of credit for the CDBG Program.

**Income from Float-funded Activities**

The City will not have income from float-funded activities for the CDBG Program.

**Funding Urgent-need Activities**

At this time, the City does not anticipate funding any urgent-need activities through the CDBG Program for FY 2015-2016. However, if urgent needs do arise, funds will be reallocated to address those needs and will be reported in the Program Year 2015 CAPER.



## **HOME PROGRAM**

**A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

Not Applicable. The City of Perris does not receive a HOME entitlement grant. Thus, does not use a typical loan or grant instruments or non-conforming loan guarantees. There are no forms of investments to be described for HOME funds.

**A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

Not Applicable. The City of Perris does not receive a HOME entitlement grant.

**A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

Not Applicable. The City of Perris does not receive a HOME entitlement grant.

**Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

Not Applicable. The City of Perris does not receive a HOME entitlement grant.

## **ESG Program**

**Include written standards for providing ESG assistance**

Not Applicable. The City of Perris does not receive an ESG entitlement grant.

**If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.**

Not Applicable. The City of Perris does not receive an ESG entitlement grant.

**Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).**

Not Applicable. The City of Perris does not receive an ESG entitlement grant.

**If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.**

Not Applicable. The City of Perris does not receive an ESG entitlement grant.

**Describe performance standards for evaluating ESG.**

Not Applicable. The City of Perris does not receive an ESG entitlement grant.



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**BUDGET / FISCAL IMPACT:**

The Annexation of territory into the District increases the tax base to fund the public services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to March 1<sup>st</sup> of the previous fiscal year.

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**Prepared by:** Daniel Louie, Willdan Financial Services

**City Attorney:**

**Asst. City Manager:** *RL*

**Public Hearing:** March 31, 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, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 6 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 6**

***WHEREAS***, the City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris (the "District"), on February 24, 2015, has heretofore adopted its Resolution No. 4823 (the "Resolution of Intention") stating its intention to annex certain territory (the "Property") as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

***WHEREAS***, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

***WHEREAS***, the Resolution of Intention set March 31, 2015 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

***WHEREAS***, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

***WHEREAS***, the public hearing was held on March 31, 2015; and

***WHEREAS***, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

**WHEREAS**, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

**WHEREAS**, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

**WHEREAS**, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the March 31, 2015 public hearing; and

**WHEREAS**, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, California, as follows:

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

**Section 2.** Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation or within the existing District, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District or of the existing District. All protests and objections, if any, are hereby overruled.

**Section 3.** The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 6." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

**Section 4.** The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all

that territory proposed to be annexed to the existing District is shown on a map as previously approved by the Legislative Body, said map designated "Annexation Map No. 6 to Community Facilities District No. 1-S, (South Perris Public Services)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 6 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 78, Page 7 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2015-0083567).

**Section 5.** The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit "B" hereto, are necessary to meet the increased demand put upon the City as a result of the development within the District.

**Section 6.** Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

**Section 7.** The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "A" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 1-S shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "A," the Council shall, on behalf of Community Facilities District No. 1-S, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit "A," to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit "A." Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is

permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

**Section 8.** Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 6 to the District and establishing an appropriations limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

**Section 9.** The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on March 31, 2015.

**Section 10.** It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 6 during each of the ninety (90) days preceding the closing of the March 31, 2015 public hearing regarding the levy of the special tax on the territory within Annexation No. 6 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:00 p.m. on March 31, 2015, or 6:00 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

**Section 11.** If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

**Section 12.** If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%)



as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

**Section 13.** In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

**Section 14.** The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

**Section 15.** An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

**Section 16.** The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

**Section 17.** The District shall constitute a single election pursuant for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

**Section 18.** The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (909) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

**Section 19.** Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

**Section 20.** The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

**Section 21.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED, SIGNED and APPROVED** this 31<sup>st</sup> day of March, 2015.

\_\_\_\_\_  
Mayor, \_\_\_\_\_

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 31<sup>st</sup> day of March, 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

#### 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.

**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 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.

**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.

**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 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.

**Exhibit B**

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

**TYPES OF SERVICES TO BE FINANCED**

Fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto (collectively, the "Services").

**Exhibit C**

**OFFICIAL BALLOT  
TO BE OPENED ONLY BY THE CANVASSING BOARD**

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

**SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION**

**March 31, 2015**

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **Irwin Belcher**, as owner or authorized representative of such sole owner of 1.00 acres of the land within Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 6 (the "Property") and represents **one (1)** of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

<p><b>PROPOSITION A:</b> Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 6 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on MARCH 31, 2015 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 6 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2014-2015 is \$366.72 per Single-Family Residential Unit, \$183.36 per Multi-Family Residential Unit and \$1,466.90 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>
--	--

Number of votes: **1**

Property Owner: **BELDU Partners**

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

Resolution No. \_\_\_\_\_

**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 THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 6 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 6 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN**

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris (the "District"), does hereby resolve as follows:

**WHEREAS**, the Legislative Body called and duly held an election in the District pursuant to Resolution No. \_\_\_\_\_ adopted on March 31, 2015 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 6" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 4823 adopted on February 24, 2015 (the "Resolution of Intention"); and

**WHEREAS**, the notice of election was published in the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ including the full text of Resolution No. 4823; and

**WHEREAS**, the landowners of record within the Property as of the close of the public hearing held on March 31, 2015 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

**WHEREAS**, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on March 31, 2015; and

**WHEREAS**, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, California, as follows:

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

**Section 2.** The canvass of the votes cast in the Property to be annexed to the District at the special election held on March 31, 2015, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

**Section 3.** Proposition A presented to the qualified electors of the Property for receipt by the Election Official on March 31, 2015, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property, which shall be used for the purposes of fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as also set forth in Proposition A.

**Section 4.** The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

**Section 5.** The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

**Section 6.** Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

**Section 7.** The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

**Section 8.** This Resolution shall take effect immediately upon its adoption.

**Section 9.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**ADOPTED, SIGNED and APPROVED** this 31<sup>st</sup> day of March, 2015.

\_\_\_\_\_  
Mayor, \_\_\_\_\_

ATTEST:

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

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

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO  
HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_ was duly and regularly  
adopted by the City Council of the City of Perris at a regular meeting held the 31<sup>st</sup> day of  
March, 2015, by the following called vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

**Exhibit A**

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

**CERTIFICATE OF THE ELECTION OFFICIAL  
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, \_\_\_\_\_, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on March 31, 2015, held in

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

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 31st day of March, 2015.

**CITY OF PERRIS, CALIFORNIA, acting as the  
LEGISLATIVE BODY OF THE COMMUNITY  
FACILITIES DISTRICT NO. 1-S (SOUTH  
PERRIS PUBLIC SERVICES) OF THE CITY OF  
PERRIS**

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

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

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

**STATEMENT OF ALL VOTES CAST  
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 6, Special Election, March 31, 2015	1	_____	_____	_____

**PROPOSITION A SUBMITTED TO VOTE OF VOTERS:** Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 6 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on March 31, 2015 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 6 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2014-2015 is \$366.72 per Single-Family Residential Unit, \$183.36 per Multi-Family Residential Unit and \$1,466.90 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



CITY COUNCIL / PERRIS JOINT POWERS AUTHORITY  
AGENDA SUBMITTAL

Meeting Date        **March 31, 2015**

SUBJECT:                      Financings of bonds associated with CFD No. 2006-2  
(Monument Park Estates)

**The District is generally bounded by the San Jacinto River Flood Control Channel to the Northwest, Ethanac Road to the South, and Goetz Road to the East.**

REQUESTED ACTION:      That the City of Perris and the Perris Joint Powers Authority adopt the following resolutions, respectively:

1. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-2 (MONUMENT PARK ESTATES) OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$11,000,000 TO FINANCE PUBLIC FACILITIES PERMITTING THE PURCHASE OF SUCH BONDS BY THE PERRIS JOINT POWERS AUTHORITY, AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**
  
2. **A RESOLUTION OF THE PERRIS JOINT POWERS AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$11,000,000 OF ITS PERRIS JOINT POWERS AUTHORITY LOCAL AGENCY REVENUE BONDS (CFD NO. 2006-2), 2015 SERIES B, THE PURCHASE OF BONDS ISSUED BY COMMUNITY FACILITIES DISTRICT NO. 2006-2 (MONUMENT PARK ESTATES) OF THE CITY OF PERRIS WITH THE PROCEEDS OF THE AUTHORITY'S BONDS UPON CERTAIN TERMS AND CONDITIONS, AND APPROVING CERTAIN DOCUMENTS AND OTHER ITEMS RELATING THERETO**

CONTACT:                      Ron Carr, Assistant City Manager

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BACKGROUND/DISCUSSION:

**1. Formation of the District**

Community Facilities District No. 2006-2 (Monument Park Estates) of the City of Perris (the "District") was formed on February 27, 2007, pursuant to Resolution No. 3919, after an election held pursuant to the Mello-Roos Community Facilities Act of 1982. The City also approved the levy of a special tax pursuant to a rate and method of apportionment (the "RMA") and Resolution No. 3921 and Ordinance No. 1211. The District is authorized to issue \$16,000,000 in bonds.

As of January 15, 2015, 285 parcels are fully developed with single family homes in individual ownerships and 101 parcels in the ownership of KB Homes Inc., a California Corporation, a merchant builder.

The appraised value to date of the property in the District is \$93,000,000, with a 9.07 to 1 value to lien ratio, according to the Appraisal Report prepared by Harris Realty Appraisal, which will be updated as necessary. The appraisal shows that the value of the property within the District is more than three times the proposed principal amount of the bonds.

**2. The Special Tax Bonds**

In order to finance public infrastructure and capital fees related to the District, the City Council, acting as the legislative body of the District, will approve the delivery of its Community Facilities District No. 2006-2 (Monument Park Estates) of the City of Perris Special Tax Bonds, 2015 Series (the "District Bonds") in a principal amount not to exceed \$11,000,000.

The District Bonds will be secured by special taxes levied within the District, pursuant to the RMA. Included is the Assigned Special Tax under the rate and method of the special tax as approved by the landowner voters in the District which would generally be the maximum special tax which may be levied (allowing for a 2% increase each year) unless there is also a need for back up special tax pursuant to the rate and method of apportionment approved for the District. The Assumed Maximum Special Tax is the amount that was used in sizing the bond issue to keep in line with the City's policy of a not to exceed total rate of 2% on the homes. The Assumed Maximum Special Tax is based on 46.85% of the maximum special tax rate, which yields the effective tax rate of approximately 1.72%. Homeowners should not see their special taxes higher than that of the Assumed Maximum Special Tax Rate (as adjusted every year by 2%).

<b>Residential Floor Area</b>	<b>Assigned Special Tax for 2014/15</b>	<b>Assumed Maximum Special Tax Rate</b>
Less than 1,801 Sq. Ft.	\$2,428.32 per Unit	\$2,476.89 per Unit
1,801 to 2,000 Sq. Ft.	\$2,651.16 per Unit	\$2,704.89 per Unit
2,001 to 2,200 Sq. Ft.	\$2,830.36 per Unit	\$2,886.97 per Unit
2,201 to 2,400 Sq. Ft.	\$2,941.78 per Unit	\$3,000.62 per Unit
2,401 to 2,600 Sq. Ft.	\$3,053.20 per Unit	\$3,114.27 per Unit
Greater than 2,600 Sq. Ft.	\$3,242.74 per Unit	\$3,307.59 per Unit
Undeveloped	\$17,079.80/acre	\$2,476.89 per Unit

The District Bonds will be sold to the Perris Joint Powers Authority (the "Authority"), and the proceeds of that sale will be used to fund capital improvements and pay public fees with the District.

The Authority proposes to issue its Local Agency Revenue Bonds (CFD No. 2006-2), 2015 Series B, in an aggregate principal amount not to exceed \$11,000,000 (the "Authority Bonds"). The Authority will use the proceeds of the Authority Bonds to purchase the District Bonds, pay certain costs of issuance and fund reserve funds in connection with the issuance. The costs of issuance will be around \$210,000 for the Authority Bonds and approximately \$90,000 for the District Bonds.

Adoption of the attached resolutions will authorize (a) the issuance of the District Bonds in a principal amount not to exceed \$11,000,000, and (b) the issuance of the Authority Bonds in a principal amount not to exceed \$11,000,000. The resolutions will also authorize the execution and delivery of the documents described below.

The financing meets (or will meet by the time of issuance unless waived by the City) all City policies and procedures with respect to financing public improvements and certain public capital fees in connection with land development under the Mello-Roos Community Facilities Act of 1982 (constituting 53311 *et seq.* of the California Government Code) (the "Act"). The Resolution waives any conditions which are not met.

### **3. The Documents for the Financing**

Each document required for the financing will be executed or entered into pursuant to the resolutions. The attached resolutions authorize the officers of the City and the Authority to execute or enter into these documents and other agreements needed to

accomplish the purposes set forth herein. All of the documents are or will be on file with the City Clerk and Secretary of the Authority.

The following documents must be executed in order to complete the financing:

**Fiscal Agent Agreement:** The District Bonds will be issued pursuant to a Fiscal Agent Agreement between the District and U.S. Bank National Association as fiscal agent. The Fiscal Agent Agreement describes the terms of the District Bonds, as well as provisions relating to the redemption, prepayment, defeasance, default and amendment of or to the District Bonds, including conditions under which delinquent property owners will be subject to foreclosure.

**Commitment Agreement:** The District Bonds will be sold to the Authority pursuant to the terms of the Commitment Agreement for the Purchase and Sale of Local Obligation Bonds by and between the District and the Authority.

**Indenture:** The Authority Bonds will be issued pursuant to an Indenture of Trust, by and between the Authority and U.S. Bank National Association, as trustee. The Indenture will describe the terms of the Authority Bonds, redemption provisions, defeasance provisions and security provisions. The security for the Authority Bonds will be the District Bond payments and certain funds and moneys described in the Indenture.

**Purchase Contract:** The Authority bonds will be sold to O'Connor & Company Securities, Inc. (the "Underwriter") pursuant to the terms of a Purchase Contract among the Authority, the District and the Underwriter. The parameters set forth in the Resolution for the Sale included a not-to-exceed interest rate of 5.25% and a not-to-exceed Underwriter's discount of 2%.

The Purchase Contract includes representations of the District, including:

- The District was duly organized, is validly existing, has full legal rights to carry out the financing, and is not currently in violation of any law or other obligation that may have an adverse effect on the District's ability to issue or otherwise meet its obligations for the District Bonds, including creation of any lien or encumbrance on the property of the District;
- The District does not knowingly lack any authorizations, approvals, licenses, permits consents, and orders required to fully meet its obligations for the issuance of the District Bonds;
- As of the date the District enters into the Purchase Contract, there is no outstanding litigation, inquiry, or investigation at law or in equity pending or threatened that will affect the ability to issue or deliver the District Bonds, or otherwise affecting the ability to levy the special taxes securing the Bonds, nor is there any basis for litigation, inquiry, or investigation;

- As of the date thereof, the Preliminary Official Statement (described below) does not contain any false statements or omissions of material fact that are otherwise misleading to bond purchasers; and

- To the extent some event occurs that renders some material statement in the Official Statement false, or if a fact comes to light that is material and not present in the Official Statement, the District will prepare and pay for a supplement or amendment addressing this fact.

The Purchase Contract contains similar representations of the Authority.

**Official Statement:** The Authority Bonds will also be sold through distribution of the Preliminary Official Statement and the Official Statement to investors. The Official Statement describes the bonds, the relative risks associated with the purchase and other necessary information pertinent to investors. This includes representations related to the security and finances of the City.

*The Authority and the District are required to review the Official Statement and make sure it provides to bondholders all material information relevant to the Bonds. The Preliminary Official Statement is included with this report. Material found within the official statement is subject to Rule 15c2-12 of the Securities Exchange Act of 1934 and other laws regulating material misstatements and omissions.*

**Continuing Disclosure Agreement:** The District will enter into a continuing disclosure agreement for the purpose of complying with continuing disclosure obligations under Rule 15c2-12 of the Securities Exchange Act of 1934. Willdan Financial Services will serve as Dissemination-Agent thereunder.

The closing date will be on or around June 2, 2015. The financing will result in significant public benefits to the City, the District and the Authority by providing extra security for the Bond, thereby preventing default on the bonds and reducing special taxes in the long run and by providing a financing mechanism to efficiently allow the District to use the money for improvements and capital fees. Staff recommends the adoption of the two resolutions related to the transaction.


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**BUDGET (or FISCAL) IMPACT:**

None. Costs will be paid from special taxes or from the proceeds of the bonds.

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Reviewed by:

City Attorney \_\_\_\_\_  
Assistant City Manager 

**Attachments: Two Resolutions; Preliminary Official Statement, Binder Containing all Documents on File with City Clerk and Made Part of the Record, including:**

- 1. Commitment Agreement and Purchase Contract for the Purchase and Sale of Local Obligation Bonds by and between the District and the Authority**
- 2. Fiscal Agent Agreement by and between the Fiscal Agent and the District**
- 3. Indenture by and between the Authority and Trustee**
- 4. Purchase Contract, by and between the Authority, the District, and the Underwriter**
- 5. Preliminary Official Statement**
- 6. Continuing Disclosure Agreement**
- 7. Appraisal Report**

**Consent:**

**Public Hearing:**

**Business Item:**

**Other:**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-2 (MONUMENT PARK ESTATES) OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$11,000,000 TO FINANCE PUBLIC FACILITIES, PERMITTING THE PURCHASE OF SUCH BONDS BY THE PERRIS JOINT POWERS AUTHORITY, AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the City Council (the "City Council") of the City of Perris (the "City"), located in Riverside County, California (hereinafter sometimes referred to as the "legislative body of the District") has, pursuant to its Resolution No. 3855 (the "Resolution of Intention") adopted on January 9, 2007, and Resolution No. 3919 (the "Resolution of Formation") adopted on February 27, 2007, heretofore undertaken proceedings and declared the necessity of Community Facilities District No. 2006-2 (Monument Park Estates) of the City of Perris (the "District") to issue bonds pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

**WHEREAS**, pursuant to its Resolution of Formation, Resolution No. 3920, and Resolution No. 3921 (collectively the "Resolutions"), adopted by the legislative body of the District on February 27, 2007, a certain bond proposition was submitted to the qualified electors within the District, and was approved by more than two-thirds of the votes cast at the election held on February 27, 2007, in addition to the levy of a special tax (the "Special Tax") in accordance with a rate and method of apportionment (the "RMA"); and

**WHEREAS**, based upon Resolutions adopted by the legislative body of the District and the election, the District is authorized to issue bonds, pursuant to the Act, in an aggregate principal amount not to exceed \$16,000,000; and

**WHEREAS**, the City and the Housing Authority of the City of Perris, entered into a Joint Exercise of Powers Agreement, created under the Joint Exercise of Powers Act (Sections 6500 *et seq.* of the California Government Code) (the "Bond Law"), dated as of March 26, 2013, thereby forming the Perris Joint Powers Authority (the "Authority") to assist the City and the Housing Authority of the City in their respective financings; and

**WHEREAS**, the City Council has heretofore undertaken proceedings and declared the necessity of the District to issue bonds pursuant to the terms and provisions of the Act, and desires to issue bonds at this time under the Act, with the assistance of the Authority,

for the purpose of providing financing for the acquisition and construction of public facilities and public capital fees associated with the District, which the District is authorized to finance; and

**WHEREAS**, the District desires to accomplish the financing of certain public capital improvements through the issuance of bonds in an aggregate principal amount not to exceed \$11,000,000 designated as the "Community Facilities District No. 2006-2 (Monument Park Estates) of the City of Perris Special Tax Bonds, 2015 Series" (the "District Bonds"); and

**WHEREAS**, in order to raise the funds to purchase the District Bonds, the Authority will issue its Perris Joint Powers Authority Local Agency Revenue Bonds (CFD No. 2006-2), 2015 Series B (the "Authority Bonds") pursuant to the Bond Law, and use the proceeds thereof to purchase the District Bonds from the District, to pay certain costs of issuance and fund certain reserve funds and other funds in connection therewith; and

**WHEREAS**, the legislative body of the District has determined in accordance with Government Code Sections 53360.4, 53363.5 and other applicable laws that a negotiated sale of the District Bonds to the Authority in accordance with the terms of the Commitment Agreement and Purchase Contract for Purchase and Sale of Local Obligation Bonds to be entered into by the District and the Authority (the "Local Obligation Bond Purchase Contract"), a form of which is on file with the City Clerk, will result in a lower overall cost to the District; and

**WHEREAS**, the Authority will sell the Authority Bonds to O'Connor & Company Securities, Inc. (the "Underwriter") pursuant to the terms of the Purchase Contract, by and among the Authority, the District and the Underwriter (the "Authority Purchase Contract"), a form of which is on file with the City Clerk; and

**WHEREAS**, in order to effect the issuance of the District Bonds by the District and the Authority Bonds, the legislative body of the District desires to approve the form of a Preliminary Official Statement for the Authority Bonds related to the District Bonds and to approve the form of and authorize the execution and delivery of a fiscal agent agreement, by and between the District and U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent Agreement"), with respect to the issuance of the District Bonds, forms of which are on file with the City Clerk; and

**WHEREAS**, the District further desires to approve the forms and authorize the execution and delivery of the Local Obligation Purchase Contract, the Authority Purchase Contract, a Continuing Disclosure Agreement (as hereinafter defined), and certain other agreements related thereto, the forms of which are on file with the City Clerk; and

**WHEREAS**, the legislative body of the District has determined that it is prudent in the management of its fiscal affairs to issue the District Bonds, that it will accomplish a public purpose; and

**WHEREAS**, the value of the real property in the District subject to the special tax to pay debt service on the District Bonds is more than three times the principal amount of the District Bonds (based on appraisal commissioned by the District) and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special



assessment levied on property within the District, which fact is required as a precondition to the issuance of the District Bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Perris, acting for itself and as the legislative body of Community Facilities District No. 2006-2 (Monument Park Estates) of the City of Perris, does hereby resolve, determine and order as follows:

**Section 1.** Each of the above recitals is true and correct and is adopted by the legislative body of the District.

**Section 2.** The District is authorized pursuant to the Act to issue the District Bonds for the purpose of financing capital improvements and public facilities in the District.

**Section 3.** The issuance of the District Bonds in a principal amount not to exceed \$11,000,000 is hereby authorized with the exact principal amount to be determined by the official signing of the Local Obligation Purchase Contract for the District Bonds in accordance with Section 7 below. The legislative body of the District hereby determines that it is prudent in the management of its fiscal affairs and a public purpose to issue the District Bonds. The District Bonds shall mature on the dates and pay interest at the rates set forth in the Local Obligation Purchase Contract to be executed on behalf of the District in accordance with Section 7 hereof.

**Section 4.** The form of the Fiscal Agent Agreement, a copy of which is on file with the City Clerk, be and is hereby approved in substantially the form thereof or with such changes as may be approved by the Mayor, City Manager, Assistant City Manager or Finance Director (each, an "Authorized Officer"), said Authorized Officer's execution thereof to constitute conclusive evidence of said Authorized Officer's approval of all such changes, and each of said Authorized Officers be and is hereby authorized, together or alone to execute and deliver said Fiscal Agent Agreement. The City Clerk or a duly authorized Deputy or Assistant City Clerk (the "City Clerk") is hereby authorized to attest to said Authorized Officer's signature.

**Section 5.** The District Bonds shall be executed on behalf of the District by the manual or facsimile signature of an Authorized Officer, and attested with the manual or facsimile signature of the City Clerk. U.S. Bank National Association is hereby appointed to act as fiscal agent for the District Bonds.

**Section 6.** The covenants set forth in the Fiscal Agent Agreement to be executed in accordance with Section 4 above are hereby approved, shall be deemed to be covenants of the legislative body of the District, and shall be complied with by the District and its officers.

**Section 7.** The form of the Local Obligation Bond Purchase Contract and the Authority Purchase Contract relating to the purchase of the District Bonds by the Authority and relating to the purchase of the Authority Bonds by the Underwriter, respectively, copies of which are on file with the City Clerk, be and are hereby approved in the forms thereof, or with such changes as may be approved by an Authorized Officer, said Authorized Officer's execution thereof to constitute conclusive evidence of said officer's approval of all such changes, and each Authorized Officer be and is hereby authorized, together or alone, to execute and deliver said

agreements and to insert in each of the aforesaid Agreements the dollar amount which reflects the provisions of said purchase contracts; provided, however, that the true interest cost with respect to the Authority Bonds shall not exceed 5.25% and the Underwriter's discount shall not exceed 2% of the principal amount of the Authority Bonds thereof, excluding any original issue discount on the Authority Bonds and the purchase price of the District Bonds shall not exceed any amount prohibited by the Bond Law.

**Section 8.** The form of the Continuing Disclosure Agreement executed and delivered by the District and Willdan Financial Services, as Dissemination Agent thereunder, a copy of which is on file with the City Clerk (the "Continuing Disclosure Agreement"), be and is hereby approved in substantially the form thereof or with such changes as may be approved by an Authorized Officer, said Authorized Officer's execution thereof to constitute conclusive evidence of said Authorized Officer's approval of all such changes, and each Authorized Officer be and is hereby authorized, together or alone, to execute and deliver said Agreement.

**Section 9.** The form of the Preliminary Official Statement presented at this meeting and on file with the City Clerk is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement to municipal bond broker-dealers, to banking institutions, and to members of the general public who may be interested in purchasing the Authority Bonds. Each Authorized Officer is authorized to approve the amendment of the Preliminary Official Statement, from time to time, pending distribution of the Preliminary Official Statement as shall be required to cause such Preliminary Official Statement to contain any further information necessary to accurately describe the District Bonds and the Authorized Officer is authorized to deem final the Preliminary Official Statement as of its date for the purpose of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The final Official Statement relating to the District Bonds shall be submitted to an Authorized Officer for approval.

**Section 10.** In accordance with the requirements of Section 53345.8 of the Act, the legislative body of the District hereby determines that the value of the real property within the District subject to the respective special taxes to pay debt service on the District Bonds is not less than three times the principal amount of the respective District Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District. This determination is based on an appraisal of the real property within the District as shown in an appraisal provided by Harris Realty. The District has prepared an appraisal in connection with the financing of the District.

**Section 11.** The City Council approves of the financing and hereby finds that significant public benefits exist in undertaking the financing in accordance with the criteria set forth in Government Code Section 6586.

**Section 12.** All conditions precedent to the financing pursuant to the City's policies relating to Mello-Roos Districts have been met or are hereby waived.

**Section 13.** The law firm of Aleshire & Wynder, LLP, Irvine, California, is hereby appointed as bond counsel to the District with respect to the District Bonds.

**Section 14.** The financing consultant firm of Rod Gunn Associates, Inc., a California corporation, is hereby appointed as financial advisor to the District with respect to the District Bonds.

**Section 15.** The law firm of Norton Rose Fulbright US, LLP, Los Angeles, California, is hereby appointed as Disclosure Counsel with respect to the District Bonds.

**Section 16.** Each Authorized Officer and the other officers and staff of the City and the District responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents and certificates as are necessary to accomplish the issuance, sale and delivery of the District Bonds and to consummate the transactions contemplated by each aforesaid Agreement. In the event that the Mayor is unavailable to sign any document authorized for execution herein, any Authorized Officer may sign such document. Any document authorized herein to be signed by the City Clerk may be signed by a duly appointed deputy or assistant city clerk.

**Section 17.** This resolution shall take effect and be enforceable immediately upon its adoption.

**ADOPTED, SIGNED and APPROVED** this 31st day of March, 2015.

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MAYOR OF THE CITY OF PERRIS

Attest:

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CITY CLERK OF THE CITY OF PERRIS

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 \_\_\_\_\_ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 31st day of March, 2015, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

By: \_\_\_\_\_  
CITY CLERK

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE PERRIS JOINT POWERS AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$11,000,000 OF ITS PERRIS JOINT POWERS AUTHORITY LOCAL AGENCY REVENUE BONDS (CFD NO. 2006-2), 2015 SERIES B, THE PURCHASE OF BONDS ISSUED BY COMMUNITY FACILITIES DISTRICT NO. 2006-2 (MONUMENT PARK ESTATES) OF THE CITY OF PERRIS WITH THE PROCEEDS OF THE AUTHORITY'S BONDS UPON CERTAIN TERMS AND CONDITIONS, AND APPROVING CERTAIN DOCUMENTS AND OTHER ITEMS RELATING THERETO**

**WHEREAS**, the City of Perris (the "City"), located in Riverside County, California, and the Housing Authority of the City of Perris (the "Housing Authority"), have entered into a Joint Exercise of Powers Agreement, dated March 26, 2013 (the "Agreement"), creating the Perris Joint Powers Authority (the "Authority"), pursuant to Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Bond Law"); and

**WHEREAS**, pursuant to Article 4 of the Bond Law and the Agreement, the Authority is authorized to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations of, or for the purpose of making loans to, the City, the Housing Authority, and any associate member, and such other powers as may be provided under the Bond Law; and

**WHEREAS**, pursuant to Article 4 of the Bond Law and the Agreement, the Authority finds that it is necessary, appropriate, in the public interest, and in furtherance of the purposes of Article 4 of the Bond Law, to issue bonds and use the proceeds of the bonds to purchase bonds issued by the City on behalf of the District, as defined herein; and

**WHEREAS**, pursuant to the Bond Law and the Agreement, the Authority is further authorized to sell its bonds to public or private purchasers at public or negotiated sales; and

**WHEREAS**, the City Council (the "City Council") of the City, located in Riverside County, California (hereinafter sometimes referred to as the "legislative body of the District") has, pursuant to its Resolution No. 3855 (the "Resolution of Intention") adopted on January 7, 2007, and Resolution No. 3919 (the "Resolution of Formation") adopted on February 27, 2007, heretofore undertaken proceedings and declared the necessity of Community Facilities District No. 2006-2 (Monument Park Estates) of the City of Perris (the "District") to issue bonds pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

**WHEREAS**, pursuant to its Resolution of Formation, Resolution No. 3920, and Resolution No. 3921 (collectively the "Resolutions"), adopted by the legislative body of the District on February 27, 2007, a certain bond proposition was submitted to the qualified electors within the District, and was approved by more than two-thirds of the votes cast at the election held on February 27, 2007, in addition to the levy of a special tax (the "Special Tax") in accordance with a rate and method of apportionment (the "RMA"); and

**WHEREAS**, based upon the Resolutions adopted by the legislative body of the District and the election, the District is authorized to issue bonds, pursuant to the Act, in an aggregate principal amount not to exceed \$16,000,000; and

**WHEREAS**, the City Council has heretofore undertaken proceedings and declared the necessity of the District to issue bonds pursuant to the terms and provisions of the Act, and desires to issue bonds at this time under the Act, with the assistance of the Authority, for the purpose of providing financing for the acquisition and construction of public facilities and public capital fees associated with the District, which the District is authorized to finance; and

**WHEREAS**, the District desires to accomplish the financing of certain public capital improvements through the issuance of bonds in an aggregate principal amount not to exceed \$11,000,000 designated as the "Community Facilities District No. 2006-2 (Monument Park Estates) of the City of Perris Special Tax Bonds, 2015 Series" (the "District Bonds"); and

**WHEREAS**, the legislative body of the District has determined in accordance with Government Code Sections 53360.4, 53363.5 and other applicable laws that a negotiated sale of the District Bonds to the Authority in accordance with the terms of a Commitment Agreement and Purchase Contract for Purchase and Sale of Local Obligation Bonds to be entered into by the District and the Authority (the "Local Obligation Bond Purchase Contract"), a form of which is on file with the City Clerk, will result in a lower overall cost to the District than a public sale of the District Bonds; and

**WHEREAS**, in order to raise the funds to purchase the District Bonds, the Authority will issue its Perris Joint Powers Authority Local Agency Revenue Bonds (CFD No. 2006-2), 2015 Series B (the "Authority Bonds") pursuant to the Bond Law, and use the proceeds thereof to purchase the District Bonds from the District, to pay certain costs of issuance and fund certain reserve funds and other funds in connection therewith; and

**WHEREAS**, the Authority desires to enter into an Indenture of Trust (the "Indenture"), by and between the Authority and U.S. Bank National Association, as Trustee (the "Trustee"), with respect to the issuance of the Authority Bonds and for the purpose of describing the terms, redemption provisions, defeasance provisions and security provisions of the Authority Bonds; and

**WHEREAS**, the Authority desires to purchase the District Bonds with the proceeds received from the Authority's concurrent sale of the Authority Bonds to O'Connor & Company Securities, Inc. (the "Underwriter") pursuant to the Purchase Contract to be entered into by and among the Authority, the District and the Underwriter (the "Authority Purchase Contract"), and

**WHEREAS**, the District has caused a Preliminary Official Statement relating to the Authority Bonds (the "Preliminary Official Statement") to be submitted to the Authority for approval for distribution to purchasers of the Authority Bonds.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Perris Joint Powers Authority, as follows:

**Section 1.** Each of the above recitals is true and correct and is adopted by the Authority.

**Section 2.** The Authority is authorized pursuant to Article 4 of the Bond Law to issue the Authority Bonds for the purpose of purchasing the District Bonds.

**Section 3.** The issuance of the Authority Bonds in a principal amount not to exceed \$11,000,000 is hereby authorized, with the exact principal amount to be determined by the official signing of the Authority Purchase Contract for the Authority Bonds in accordance with Section 7 below. The Authority hereby determines that it is prudent in the management of its fiscal affairs to issue the Authority Bonds and hereby finds significant public benefits will result in accordance with the criteria set forth in Government Code Section 6586. The Authority Bonds shall mature on the dates and pay interest at the rates set forth in the Indenture (as hereinafter defined) and the Authority Purchase Contract to be executed on behalf of the Authority in accordance with Section 7 hereof. The Authority Bonds shall be sold at the time and in the manner provided in the Authority Purchase Contract.

**Section 4.** The proposed form of the Indenture, between the Authority and the Trustee, on file with the Secretary of the Authority is hereby approved. The Chairperson, the Executive Director, the Assistant Executive Director, and Treasurer of the Authority (each an "Authorized Officer") are hereby each authorized and directed, for and in the name and on behalf of the Authority, to issue the Authority Bonds, subject to the terms and conditions of the Indenture, and to execute and deliver the Indenture in substantially the form hereof or with such changes as may be approved by the Authorized Officer, said Authorized Officer's execution thereof to constitute conclusive evidence of said Authorized Officer's approval of all such changes.

**Section 5.** The Authority Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of an Authorized Officer and the manual or facsimile signature of the Secretary or a duly authorized Deputy or Assistant Secretary of the Authority. U.S. Bank National Association is hereby appointed to act as Trustee for the Authority Bonds.

**Section 6.** The proposed form of the Local Obligation Bond Purchase Contract on file with the Secretary of the Authority is hereby approved. Each Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to purchase the District Bonds from the District with the proceeds of the Authority Bonds, subject to the terms and conditions of the Local Obligation Bond Purchase Contract, and to execute and deliver the Local Obligation Bond Purchase Contract to the District. Approval of any additions or changes in such form shall be conclusively evidenced by such execution and delivery of the



Local Obligation Bond Purchase Contract. The Authority shall purchase the District Bonds simultaneously with the issuance of the Authority Bonds.

**Section 7.** The proposed form of the Authority Purchase Contract on file with the Secretary of the Authority is hereby approved. Each Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to purchase the District Bonds from the District with the proceeds of the Authority Bonds and to accept the offer of the Underwriter to purchase the Authority Bonds from the Authority, subject to the terms and conditions of the Authority Purchase Contract, and to execute and deliver the Authority Purchase Contract to the District and the Underwriter; provided, however, that the true interest cost with respect to the Authority Bonds shall not exceed 5.25% and the Underwriter's Discount shall not exceed 2% of the principal amount of the Authority Bonds thereof, excluding any original issue discount on the Authority Bonds. Approval of any additions or changes in such form shall be conclusively evidenced by such execution and delivery of the Authority Purchase Contract.

**Section 8.** The Preliminary Official Statement relating to the Authority Bonds, together with such amendments and supplements as shall be necessary or convenient to accurately describe the Authority Bonds in accordance with the Authority Purchase Contract, this Resolution and the other related proceedings and documents, is hereby approved for distribution to the purchasers of the Authority Bonds. Each Authorized Officer is authorized pursuant to a resolution adopted by the District to approve the amendment of the Preliminary Official Statement, from time to time, pending distribution of the Preliminary Official Statement as shall be required to cause such Preliminary Official Statement to contain any further information necessary to accurately describe the Authority Bonds and the Authorized Officer is authorized to deem final the Preliminary Official Statement as of its date for the purpose of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The final Official Statement relating to the Authority Bonds shall be submitted to the Chairperson or Executive Director for approval.

**Section 9.** The Chairperson, Vice Chairperson, Treasurer and Executive Director of the Authority and any and all other officers of the Authority are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, certificates related to tax exemption, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the issuance of the Authority Bonds and the sale, issuance and delivery of the District Bonds to the Authority and Underwriter pursuant to the Authority Purchase Contract approved herein.

**Section 10.** The Authority appoints the following consultants to serve in connection with the financing authorized herein: the law firm of Aleshire & Wynder, LLP, Irvine, California, is hereby appointed as bond counsel to the Authority with respect to the Authority Bonds ("Bond Counsel"); the financing consultant firm of Rod Gunn Associates, Inc., a California corporation, is hereby appointed as financial advisor to the Authority with respect to the Authority Bonds ("Financial Advisor"); the law firm of Norton Rose Fulbright US, LLP, Los Angeles, California, is hereby appointed as disclosure counsel with respect to the Authority Bonds ("Disclosure Counsel").

**Section 11.** This resolution shall take effect from and after the date of approval and adoption thereof.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Perris Joint Powers Authority on this 31st day of March, 2015.

\_\_\_\_\_  
CHAIRPERSON OF THE PERRIS JOINT  
POWERS AUTHORITY

ATTEST:

\_\_\_\_\_  
SECRETARY OF THE PERRIS  
JOINT POWERS AUTHORITY

STATE OF CALIFORNIA                    )  
COUNTY OF RIVERSIDE                ) ss.  
PERRIS JOINT POWERS AUTHORITY    )

I, Nancy Salazar, Secretary of the Perris Joint Powers Authority, hereby certify that Resolution No. \_\_\_\_\_ was adopted by the Perris Joint Powers Authority at a regular meeting held on the 31st day of March, 2015, and that the same was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

By: \_\_\_\_\_  
SECRETARY

**CITY COUNCIL  
AGENDA SUBMITTAL**

**March 31, 2015**

**SUBJECT:**                   **Ordinance Amendment 15-05012 – To amend Zoning Code Chapter 19.76, Beverage Container Recycling Collection Facilities, to add new criteria and standards for locating small CRV recycling centers in shopping centers and other commercial and industrial settings.**

**REQUESTED ACTION:**   **Introduce First Reading of Ordinance No. (next in order) to approve Ordinance Amendment 15-05012, based on the findings contained in the Ordinance and attached exhibits.**

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



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Per the direction of City Council, Planning staff has drafted a revision to Zoning Code Chapter 19.76, Beverage Container Recycling Collection Facilities, to address the appearance and regulation of small recycling facilities. This code section contains the requirements for small recycling facilities and reverse vending machines, as well as large collection, and light and heavy processing facilities that require approval of a Conditional Use Permit. Small recycling centers are typically located in the parking area of a commercial shopping center, for the convenience of persons turning in their CRV beverage containers for rebates.

A common problem associated with small recycling facilities is the unsightly appearance of both the structure used for storage of the collection bins, and the grounds themselves. Small CRV recycling centers are addressed by Section 19.76.050 of the Zoning Code, which allows mobile recyclers, unattended facilities, and siting on vacant land. Currently, standards for location and architectural review are minimal, which impedes Planning staff's review of newly proposed facilities. The Planning Commission recommended approval of Ordinance Amendment 15-05012 at their February 18, 2015 public hearing.

Ordinance Amendment 15-05012 to Chapter 19.76 will regulate placement, size, height, setbacks and architectural requirements for small recycling facilities. The proposed amendment will insure clarity and consistency in approving small recycling facilities, and adds architectural standards to insure all small recycling facilities, especially in shopping centers, are well designed and not a distraction to the center. The revised ordinance would replace existing Section 19.76.050, Small Collection Facilities to add provisions for:


- Allowed recyclables (CRV only)
- Permitted locations on commercial and industrial sites
- Development criteria (height, size, setbacks) and architectural standards
- Approval process (Minor Development Plan Review) and application requirements

The proposed ordinance is Categorical Exempt pursuant to CEQA Section 15311, Accessory Structures, for the placement of small structures on existing commercial or industrial sites. Staff requests that the City Council approve the first reading of Ordinance Amendment 15-05012.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is included in the existing 2014-2015 General Fund.

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**Prepared by:**               Diane Sbardellati, Associate Planner  
**Asst. City Manager:**   Ron Carr   
**Public Hearing:**           **March 31, 2015**

**Exhibits:**                   A – Ordinance No. (next in order) with Zoning Code Chapter 19.76, Recycling Collection Facilities  
                                      B – Planning Commission Submittal dated February 18, 2015

**ORDINANCE NO. (next in order)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE FIRST READING OF ORDINANCE AMENDMENT 15-05012 TO AMEND CHAPTER 19.76 OF THE ZONING CODE, BEVERAGE CONTAINER RECYCLING COLLECTION CENTERS, AND MAKE FINDINGS IN SUPPORT THEREOF.**

**WHEREAS**, the City of Perris recognizes the need to amend Chapter 19.76, Beverage Container Recycling Collection Centers, to better serve City residents and beautify the City by providing site and design criteria for the location of small beverage container (CRV) recycling facilities in appropriate areas of the City; and

**WHEREAS**, Ordinance Amendment 15-05012 also includes procedures for locating a small beverage container (CRV) recycling facility, and new architectural standards to help such facilities better integrate into existing commercial and industrial centers; and

**WHEREAS**, on February 18, 2015, the Planning Commission conducted a regularly scheduled and legally noticed public hearing for Ordinance Amendment 15-05012, and recommended approval of the project after considering public testimony and accompanying documents; and

**WHEREAS**, on March 31, 2015, the City Council conducted a regularly scheduled and legally noticed public hearing for Ordinance Amendment 15-05012, and voted to approve the First Reading of said Ordinance based on the findings contained in the Resolution and attached exhibits; and

**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.** The City Council has reviewed and considered the proposed ordinance and attachments. The City Council finds and determines that the City has complied with the California Environmental Quality Act and that this determination reflects the independent judgment of the City Council.

**Section 3.** Based on the information contained in the staff report and supporting exhibits, this City Council finds, regarding the proposed amendment to Chapter 19.76 as it pertains to Small Beverage Container Recycling Facilities, as follows:

**Ordinance Amendment 15-05012**

A. The proposed Ordinance Amendment will not result in a significant adverse

**Exhibit**

**4**

- 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 effect on public health, safety, or the general welfare of the community.

**Section 4.** The City Council hereby approves the First Reading of Ordinance Amendment 15-05012 to amend Chapter 19.76, Beverage Container Recycling Collection Centers, to the Zoning Code, based on the 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 Resolution 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 31st day of March, 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 \_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of March 2015, by the following called vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

Attachment: Revised Zoning Code Chapter 19.76

19.76.040 SMALL CRV RECYCLING COLLECTION FACILITIES – CRITERIA AND STANDARDS

A small CRV recycling facility is a collection facility available to the public for the recycling of glass (clear and tinted), aluminum cans, and plastic beverage containers as defined by the State of California Department of Conservation to be eligible for a *California Redemption Value (CRV)* refund.

A. SMALL RECYCLING COLLECTION FACILITIES

Small CRV collection facilities, maximum 500 square feet, are allowed with the approval of a Minor Development Plan Review (MDPR) in the Commercial Community, Commercial Neighborhood, and Industrial Zones.

B. MATERIALS ALLOWED TO BE COLLECTED

1. **CRV Materials Only.** The only items allowed to be collected are CRV and “Commingled Materials” as defined by Section 14560.5 and 14512 of the California Beverage Container Recycling and Litter Reduction Act. The operator shall not accept materials that are transferred to the site by an illegal means (i.e., use of a stolen shopping cart).
2. **No Metal or Paper Products.** No newspaper, cardboard, copper, iron or other industrial materials shall be accepted at the recycling facility at any time.

C. DEVELOPMENT STANDARDS

1. **Location**

- a. Small Recycling Facilities may be located within the parking lot of an existing commercial development in conjunction with a retailer such as a supermarket, super drug store, or another large retailer that sells CRV-type goods, at the discretion of the Director of Development Services
- b. Small Recycling Facilities shall not be permitted on any lot as a sole use of the property.
- c. Permitted only on property with a minimum land area of one (1) net acre. The one acre may be made up of several parcels if an integrated shopping center.
- d. All previously approved or required drive aisles and vehicular circulation areas and access drives shall be not be obstructed and maintained clear at all times. Pedestrian walkways shall not be blocked or inhibited.

## 2. Maximum Number Allowed

- a. **Number.** An integrated shopping center is limited to having one (1) CRV Recycling Facility within the center.
- b. **Spacing.** New CRV recycling centers shall not be located within a quarter mile of an existing recycling center (or existing light processing facility).

## 3. Building Height.

Recycling facilities are limited to single story structures with a height no greater than 15 feet with architectural features.

## 4. Yards

- a. **Setbacks.** Setbacks for recycling centers shall comply with the Perris Zoning Code setback requirements for the zoning classification of the site.
- b. **Distance from Street.** No facility shall be located within 20 feet from a property line adjacent to a public street.
- c. **Distance from a Residential Property.** No facility shall be located within 200 feet of residential development or residential zoning, as measured from the outer limits of the proposed recycling facility to the nearest residential property line.

## 5. Off-street Parking

- a. One (1) parking space shall be provided for each attendant on duty.
- b. Recycling centers located within parking areas of developed sites shall not cause a deficiency in parking as required by Chapter 19.69, Parking and Loading Standards, of the Perris Zoning Code, and previously approved site plans. A parking study shall demonstrate that existing parking capacity is not already fully utilized.

## D. SITE AND FACILITY DESIGN

1. **Architectural Compatibility.** Prominent architectural features of the center (such as stone accents or roof material) shall be incorporated into the design of the storage container. The recycling center shall be aesthetically attractive and similar in design and character to the commercial center in which the facility is located. Photos of the existing center are required to be submitted with the application to verify that the color of the structures will match the color scheme of the center.



2. **Construction Materials.** The collection facility structure shall be of modular or conventionally-framed construction using materials and colors of the host commercial or industrial use. Metal buildings will be considered only if metal panels are powder-coated or manufactured with stucco or a similar coating.
3. **Landscaping**
  - a. **Facility Landscaping.** Landscaping within the immediate vicinity of the recycling center is required if there is limited landscaping surrounding the facility. The use of irrigated planted pots and other portable landscaping is encouraged.
  - b. **Required Development Landscaping.** Property owners proposing to allow a recycling center on a property that is not in compliance with a previously approved landscape plan shall be required to re-install all previously required landscaping. The recycling center may not initiate business until such landscaping is completed.
  - c. **Existing Landscaped Areas.** Proposed recycling centers shall not be located within any required or existing landscaped areas.

#### E. STORAGE AND MAINTENANCE OF MATERIALS

1. **Material Storage.** All recycling materials and bags of materials shall be stored in storage units or within buildings at all times. If there are occasional overflow materials received, these materials shall be stored within the screened sorting area.
2. **Presorting Required.** Applicant/Operator shall post sign advising patrons that presorting prior to arrival is required.
3. **Containers.** All recyclable materials shall be stored in containers constructed and maintained with durable waterproof and rustproof material and covers, easily movable to the interior of the structure when site is not attended, and be of a capacity sufficient to accommodate materials collected and collection schedule. Containers shall be clearly marked to identify the type of material which may be deposited.
4. **Refuse Container.** Each recycling center shall maintain an adequate on-site refuse container for disposal of non-hazardous waste and a container for customers to pour remaining liquids into from their CRV materials. Refuse containers shall be screened from public view (such as behind the required opaque wall). A description

detailing how these waste materials will be disposed of shall be included in the required operational statement.

5. **Secured Structure.** The structure shall be secured from unauthorized entry or removal of collected materials.

#### F. **Operational Requirements**

1. **Days and Hours of Operation.** Facility shall not be open on the day or day after residential solid waste pick-up in the immediate area where the facility is located. Centers shall not open before 7:00 am and shall close by 7:00 pm.
2. **Noise.** The recycling center shall fully comply with the applicable noise standards of the Perris Municipal Code.
3. **Maintenance.** The storage unit and surrounding area shall be cleaned and washed and all litter surrounding the site removed as needed to maintain a safe and healthy environment. Applicant shall indicate in the operational statement how this will be accomplished. The applicant shall contact the Riverside County Flood Control District (RCFC) to ensure the washing of the site complies with all of RCFC's rules and regulations.
4. **Building Permits.** The applicant shall obtain any necessary building permits from the Building Division.
5. **Solid Waste Permit.** All recycling facilities must obtain a Solid Waste Recycling Permit from the County of Riverside prior to starting operation and comply with all policies and procedures required to keep and maintain the permit.
6. **Owner/Operator Identification.** The facility shall be clearly marked to identify the name and telephone number of the facility operator and the hours of operation.
7. **Required Notice.** The facility shall display a permanent notice stating that no materials shall be left outside the recycling facility.
8. **Conditions of Approval Compliance.** The recycling center MDPR Conditions of Approval and approved site plan shall be kept on site at all times, and shall be made available upon request to City, County or State Officials.
9. **City Business License.** The applicant shall obtain a City business license to operate.

## **G. SIGNS**

- 1. All signs shall be submitted for sign review and approval in compliance with Zoning Code Chapter 19.75, Sign Regulations, and with any existing sign program for the development. Signs shall be approved prior to occupancy.**
- 2. Signs shall be compatible with the sign design of the development within which the recycling facility is located.**
- 3. Signs shall be posted advising “No Loitering” and “No Pan Handling”.**
- 4. Signs shall not be illuminated.**

**PLANNING COMMISSION  
AGENDA SUBMITTAL**

**February 18, 2015**

**SUBJECT:** Ordinance Amendment 15-05012 – To amend Zoning Code Chapter 19.76, Beverage Container Recycling Collection Facilities, to add new criteria and standards for locating small CRV recycling centers in shopping centers and other commercial and industrial settings.

**REQUESTED ACTION:** Adopt Resolution No. 15-02 recommending approval of Ordinance Amendment 15-05012 to the City Council, based on the findings contained in the Resolution and attached exhibits.

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

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Per the direction of City Council, Planning staff has drafted a revision to Zoning Code Chapter 19.76, Beverage Container Recycling Collection Facilities, which contains the requirements for small recycling facilities and reverse vending machines, as well as large collection, and light and heavy processing facilities, which require approval of a Conditional Use Permit. Small recycling centers are typically located in the parking area of a commercial shopping center, for the convenience of persons turning in their CRV beverage containers for rebates.

A common problem associated with small recycling facilities is the unsightly appearance of both the structure used for storage of the collection bins, and the grounds themselves. Small CRV recycling centers are addressed by Section 19.76.050 of the Zoning Code, which allows mobile recyclers, unattended facilities, and siting on vacant land. Currently, standards for location and architectural review are minimal, which impedes Planning staff's review of newly proposed facilities.

Ordinance Amendment 15-05012 to Chapter 19.76 will regulate placement, size, height, setbacks and architectural requirements for small recycling facilities. The proposed amendment will insure clarity and consistency in approving small recycling facilities, and adds architectural standards to insure all small recycling facilities, especially in shopping centers, are well designed and not a detraction to the center. The revised ordinance would replace existing Section 19.76.050, Small Collection Facilities – Criteria and Standards, adding provisions for:

- Allowed recyclables (CRV only)
- Permitted locations on commercial and industrial sites
- Development criteria (height, size, setbacks) and architectural standards
- Approval process (Minor Development Plan Review) and application requirements

Staff requests that the Planning Commission recommend approval of the proposed Ordinance Amendment to the City Council.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is included in the existing 2014-2015 General Fund.

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**Prepared by:** Diane Sbardellati, Associate Planner

**Public Hearing:** February 18, 2015

**Exhibits:** A – Resolution 15-02  
B – Chapter 19.76, Recycling Collection Facilities

**Exhibit  
B**

**CITY COUNCIL  
AGENDA SUBMITTAL**

**March 31, 2015**

**SUBJECT:**                   **Ordinance Amendment 15-05009** – To amend the Zoning Code to add Chapter 19.64, Donation Collection Boxes, to regulate charity collection boxes.

**REQUESTED ACTION:**       **Introduce First Reading of Ordinance No. (next in order) to approve Ordinance Amendment 15-05009**, based on the findings contained in the Ordinance and attached exhibits.

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



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Per the direction of City Council, staff has prepared Ordinance Amendment 15-05009 to amend the Zoning Code to add provisions to regulate donation collection boxes. Previously, Planning Commission recommended approval of this ordinance at the February 18, 2015 hearing. The ordinance has been prepared in response to the proliferation of unattended collection/donation boxes throughout the City causing unsightly conditions from public view. These donation boxes are intended for the collection of small items such as clothing, shoes, toys and small household items. Currently the Zoning Code does not include regulations for the placement of donation collection boxes. Donation boxes have been improperly placed on vacant land, in parking lots or landscaped areas, or in the public right-of-way. In addition, some donation boxes lack identifying information regarding ownership, and some box owners are for-profit operators, not non-profit organizations. The ordinance will address these issues and add permitting procedures for donation boxes, as well as abatement procedures.

Proposed Zoning Code Chapter 19.64, Donation Collection Boxes, will regulate placement, size, height, setbacks and application requirements for these types of structures. Only non-profit organizations will be allowed to apply for an administrative permit to place a donation collection box in the City. The proposed amendment will insure clarity and consistency enforcing this new ordinance, and will help to beautify City streets. The ordinance also includes provisions for abatement of nonconforming donation boxes.


The proposed ordinance is Categorically Exempt pursuant to CEQA Section 15311, Accessory Structures, for the placement of small structures on existing commercial or industrial sites. Staff recommends the City Council approve proposed Ordinance Amendment 15-05009.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is included in the existing 2014-2015 General Fund.

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**Prepared by:**               Diane Sbardellati, Associate Planner

**Asst. City Manager:**     Ron Carr 

**Public Hearing:**           **March 31, 2015**

**Exhibits:**                 A – Ordinance No. (*next in order*) with Zoning Code Chapter 19.64, Donation Collection Boxes  
                                  B – Planning Commission Submittal dated February 18, 2015

**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE FIRST READING OF ORDINANCE AMENDMENT 15-05009 TO ADD CHAPTER 19.64, DONATION COLLECTION BOXES, TO THE ZONING CODE AND MAKE FINDINGS IN SUPPORT THEREOF.**

**WHEREAS**, the City of Perris recognizes the need to add Chapter 19.64, Donation Collection Boxes, to the Zoning Code to serve City residents and beautify the City by providing site and design criteria for the location of these donation boxes in appropriate areas of the City; and

**WHEREAS**, Ordinance Amendment 15-05009 also includes procedures for locating donation boxes in the City and abating nonconforming donation boxes; and

**WHEREAS**, on February 18, 2015, the Planning Commission conducted a regularly scheduled and legally noticed public hearing for Ordinance Amendment 15-05009, and recommended approval of the project after considering public testimony and accompanying documents; and

**WHEREAS**, on March 31, 2015, the City Council conducted a regularly scheduled and legally noticed public hearing for Ordinance Amendment 15-05009, and voted to approve the First Reading of said Ordinance based on the findings contained in the Resolution and attached exhibits; and

**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.** The City Council has reviewed and considered the proposed ordinance and attachments and finds and determines that the City has complied with the California Environmental Quality Act, and that this determination reflects the independent judgment of the City Council.

**Section 3.** Based on the information contained in the staff report and supporting exhibits, this Commission finds, regarding the proposed Ordinance Amendment to regulate Donation Collection Boxes, as follows:

Ordinance Amendment 15-05009

A. The proposed Ordinance Amendment will not result in a significant adverse

**Exhibit  
A**

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

**Section 4.** The City Council hereby approves the First Reading of Ordinance Amendment 15-05009 to add Chapter 19.64, Donation Collection Boxes, to the Zoning Code, based on the 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 Resolution 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 31st day of March, 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 \_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 31st day of March 2015, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

Attachment: Zoning Code Chapter 19.64, Donation Collection Boxes

## CHAPTER 19.64

### DRAFT DONATION COLLECTION BOXES

#### Sections:

19.64.010	PURPOSE
19.64.020	DEFINITION
19.64.030	DEVELOPMENT CRITERIA
19.64.040	PROHIBITED LOCATIONS
19.64.050	APPROVAL PROCESS
19.64.060	DEVELOPMENT STANDARDS
19.64.070	NONCONFORMING USES AND ABATEMENT
19.64.080	EXTENSION AND APPEAL PROCESS

#### 19.64.010 PURPOSE AND INTENT

The purpose of regulating charitable Donation Collection Boxes is to ensure public safety, avoid public nuisance, and promote compatibility of the use with surrounding uses and properties.

#### 19.64.020 DEFINITION

**Donation Collection Box.** As used herein, shall mean a small detached structure placed on private property used for the deposit of donated household goods such as clothing and shoes, small appliances, toys, etc., intended for collection by the charity or other nonprofit organization with ownership of the box.

#### 19.64.030 DEVELOPMENT CRITERIA

Charitable Donation Collection Boxes are permitted on developed sites in all commercial and industrial zones subject to the following:

1. A Minor Site Plan Review (MSPR) application shall be submitted and approved administratively (by Planning staff) prior to placement of any Donation Collection Box.
2. A maximum of one (1) Donation Collection Box may be placed on any one developed commercial or industrial lot. Development must have previously been approved by the City.
3. Donation Collection Boxes shall be spaced apart from one another by a minimum distance of 300 feet.
4. Permits for Donation Collection Boxes shall be issued to non-profit organizations only. A copy of the organization's 501(c) shall be submitted with the MSPR application.



5. No Donation Collection Box shall be placed within the public right of way, landscaped areas, **required parking spaces**, or on vacant land.

#### 19.64.040 PROHIBITED LOCATIONS

1. All Residential Zones
2. 4<sup>th</sup> Street Gateway of the Downtown Specific Plan and West 4<sup>th</sup> Street
3. Downtown Promenade, including D Street, of the Downtown Specific Plan
4. Civic Center of the Downtown Specific Plan
5. Public Zones, including schools, parks, and public places
6. Land Use Districts allowing Mixed Use
7. Business Park Zones
8. Vacant land

#### 19.64.050 APPROVAL PROCESS

Donation Collection Boxes shall not be placed in any location within the City without site plan review and approval by the Planning Division, based on the following requirements:

1. Application: Applicant shall complete the Minor Site Plan Review (MSRP) application.
2. Authorization: If the property owner is not the applicant, the owner's written authorization on the City form is required and shall be notarized.
3. Exhibits: Provide three (3) copies of the exhibits described below:
  - a. Elevation drawings or photographs of the proposed Donation Collection Box are required. Drawings and Donation Collection Box specifications shall be fully dimensioned.
  - b. Site plan shall depict location of all structures, parking areas, trash enclosures, landscaping, and pedestrian walkways, including disabled access. Buildings and parking stalls shall be dimensioned, and the site plan shall be drawn to scale. Include all boundaries and property features including but not limited to, north arrow, vicinity map, scale, public utility poles and boxes, guy wires, signs, fire hydrants and fire lanes.
4. Grant Deed for property
5. Copy of the organization's 501(c) for proof of non-profit status.
6. **The Planning Division will issue one (1) numbered permit per approved Donation Collection Box, to be permanently affixed in a conspicuous location on the front of the box.**

19.64.060 DEVELOPMENT STANDARDS

1. Donation Collection Boxes shall not exceed the dimensions of six (6) feet wide by six (6) feet deep (36 square feet), and eight (8) feet in height.
2. Donation Collection Boxes must be placed within the buildable area of the lot.
3. Donation Collection Boxes shall have paved access.
4. Donation Collection Boxes shall be located no closer than ~~five (5)~~ ten (10) feet from existing buildings or structures, interior property lines, and property lines adjacent to public streets.
5. Donation Collection Boxes shall be located a minimum of 100 feet away from residential property, or property zoned for residential development.
6. Donation Collection Boxes shall be maintained in good condition with no graffiti or excessive signage. Graffiti shall be removed promptly and within forty-eight (48) hours.
7. All donations must be fully contained in a Donation Collection Box. Donations not fully contained in a Donation Collection Box are considered a public nuisance and subject to removal by the City at the property and/or box owner's expense. Donation Collection Boxes shall state on their exterior: "No donation items shall be left outside this box."
8. Donation Collection Boxes shall contain contact information consisting of at minimum, the name of the nonprofit organization and a valid phone number.
9. Nonprofit organizations shall have a **no-cost** business license with the City of Perris.
10. Donation Collection Boxes shall be placed on **gravel or rock**, asphaltic or concrete surfaces only.
11. **Donation Collection Boxes shall display the permit issued by the Planning Division in a conspicuous location on the box at all times. Permits are not transferable.**

19.64.070 NONCONFORMING USES AND ABATEMENT PROCESS

1. **Public Nuisance.** All Donation Collection Boxes shall be brought into compliance. Any nonconforming Donation Collection Box within the City shall constitute a public nuisance.
2. **Survey.** Beginning thirty days from enactment of the ordinance, a survey of existing Donation Collection Boxes in the City will commence. Owners or operators of nonconforming boxes, **and the property owner granting permission for the box to be placed on their property**, will be notified in writing that the subject Donation Collection Box is in violation of this ordinance and shall be removed or brought into compliance immediately.
3. **Notification.** Notice of the City's intent to remove and impound nonconforming Donation Collection Box, stating the date after which the Donation Collection Box will be removed, shall be mailed to the owner and property owner, by certified mail, return receipt requested, at least ten

days before the date of removal. Notice shall also be affixed in a conspicuous place on the nonconforming Donation Collection Box at least ten days before the date of removal. The notice shall set forth the applicable provision(s) of this Chapter.

4. **Relocation.** Donation Collection Boxes proposed to be relocated to a new location shall be subject to all development criteria and permit requirements listed herein.

#### 19.64.080 EXTENSION AND APPEAL PROCESS

1. **Filing Request for Extension.** A written request may be made to the City for an extension of the abatement process on such forms as are provided by the Development Services Department. The applicant shall state sufficient facts in said application to show cause why an extension is necessary for the Donation Collection Box. The Development Services Department will respond with either approval or denial of the request for extension within ten days.
2. **Appeals.** An appeal of the Development Services Department decision to abate nonconforming Donation Collection Boxes or denial of an extension shall be filed with the city clerk within ten (10) days from the date of mailing or posting of the required notice. The Planning Commission/Board of Zoning Adjustment shall hear and rule on any appeal within thirty (30) calendar days thereafter. The decision by the Planning Commission/Board of Zoning adjustment thereupon shall be final and conclusive. The City Clerk shall notify the appellant in writing no later than three (3) days prior to the scheduled hearing of the time, date and place of the hearing by mailing such notice to the appellant at the address stated in his or her written appeal.

**PLANNING COMMISSION  
AGENDA SUBMITTAL**

**February 18, 2015**

**SUBJECT:**                               **Ordinance Amendment 15-05009 – To amend the Zoning Code to add Chapter 19.64, Donation Collection Boxes, to regulate charity collection boxes.**

**REQUESTED ACTION:**               **Adopt Resolution No. 15-01 recommending to the City Council approval of Ordinance Amendment 15-05009, based on the findings contained in the Resolution and attached exhibits.**

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

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Per the direction of City Council, staff has prepared Ordinance Amendment 15-05009. Recently there has been a proliferation of unattended collection/donation boxes throughout the City causing unsightly conditions in public view. These donation boxes are intended for the collection of small items such as clothing, shoes, toys and small household items. Currently the Zoning Code does not include regulations for the placement of donation collection boxes. Donation boxes have been improperly placed on vacant land, in parking lots or landscaped areas, or in the public right-of-way. In addition, some donation boxes lack identifying information regarding ownership, and some box owners are for-profit operators, not non-profit organizations. The ordinance will address these issues and add permitting procedures for donation boxes, as well as abatement procedures.

Proposed Zoning Code Chapter 19.64, Donation Collection Boxes, will regulate placement, size, height, setbacks and application requirements for these types of structures. Only non-profit organizations will be allowed to apply for an administrative permit to place a donation collection box in the City. The proposed amendment will insure clarity and consistency enforcing this new ordinance, and will help to beautify City streets. The ordinance also includes provisions for abatement of nonconforming donation boxes.

Staff requests that the Planning Commission recommend to the City Council approval of the proposed Ordinance Amendment.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is included in the existing 2014-2015 General Fund.

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**Prepared by:**                               Diane Sbardellati, Associate Planner

**Public Hearing:**                           **February 18, 2015**

**Exhibits:**                                   A – Resolution 15-01  
  B – Zoning Code Chapter 19.64, Donation Collection Boxes

**Exhibit  
B**

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: March 31, 2015**

**SUBJECT:**                    **Development Agreement No. 14-00070** to amend the existing Development 10-02-0003 for the approved Towne Center commercial project, located at the southeast corner of Ethanac Road and I-215. Applicant: MTC Consolidated, LLC

**REQUESTED ACTION:**                    **APPROVE** the first reading of an Ordinance (next in order) to approve an amendment to Development Agreement 10-02-0003, concerning previously approved Tentative Parcel Map 34999 and DPR 06-0337, extending the development window of the project until the expiration date of May 13, 2028.

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

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**BACKGROUND/DISCUSSION:**

On April 27, 2010 the City Council approved an ordinance approving a development agreement between the City of Perris and MTC Consolidated, LLC for the Towne Center project. The Development Agreement was the City's standard agreement and proposed to extend the development window of the project to an expiration date of May 13, 2018. The Development Agreement will implement previously approved Tentative Parcel Map 34999, Street Vacations 07-0112 and 07-0113, and DPR 06-0337 for the development of a 58.8 acre commercially zoned (CC) site for a 484,300 square foot retail center. The project was approved by the City Council on May 13, 2008.

The applicant is requesting a 10-year extension of the development agreement to allow additional time to develop and market the commercial center. According to the applicant, an extension of time will allow time to attract and secure tenants in order to proceed with the development. Approval is requested of an Ordinance amending the existing development agreement between the City of Perris and MTC Consolidated, LLC for the Towne Center project. The Development Agreement is the City's standard agreement and proposes to extend the development window of the project to an expiration date of May 13, 2028. No other requests are proposed, and the project shall be developed in accordance to the City's prior approvals and Conditions of Approval. Any substantial changes to the project will require a new review and new approvals.


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

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Prepared by:                    Ilene Paik, Associate Planner

City Attorney:                    N/A

Asst. City Manager:                    Ron Carr 

**Public Hearing:**                    **March 31, 2015**

**Attachments:**                    1. Ordinance  
2. Amendment to Development Agreement  
3. PC Submittal February 4, 2015

**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PERRIS AND MTC CONSOLIDATED LLC RELATED TO TENTATIVE TRACT MAP 34999, STREET VACATIONS 07-0112 AND 07-0113, AND DEVELOPMENT PLAN REVIEW 06-0337 FOR A COMMERCIAL PROJECT AT THE SOUTHEAST CORNER OF THE 215 FREEWAY AND ETHANAC ROAD.**

**WHEREAS**, the applicant, MTC Consolidated LLC, has requested a development agreement ("Development Agreement") to extend the time permitted for implementation of its prior approvals evidenced by final Environmental Impact Report (State Clearinghouse #2006101147), Tentative Map 34999, Street Vacation 07-0112 and 07-0113 and Development Plan Review 06-0337 (the "Prior Approvals"), which approvals provide for the subdivision of an existing, vacant 58.8 acres into five parcels plus four publically dedicated roadway lots to develop a 484,300 square-foot commercial retail shopping center with a mix of 19 tenants consisting of retail and dining uses; and

**WHEREAS**, the Prior Approvals, which are incorporated herein by this reference, were approved by the City Council on May 13, 2008; and

**WHEREAS**, on April 21, 2010, the Planning Commission conducted a duly noticed public hearing on Development Agreement 10-02-0003 and determined that "the provisions of the development agreement are consistent with the general plan and applicable specific plan" pursuant to California Government Code Section 65867.5(b) , constituting part of the Planning and Zoning Law and, therefore, recommended approval of the proposed development agreement; and

**WHEREAS**, on April 27, 2010, the City Council conducted a duly noticed public hearing on the Development Agreement 10-02-0003 and considered testimony and materials in the staff report, the Prior Approvals and accompanying document and exhibits; and

**WHEREAS**, on February 4, 2015, the Planning Commission conducted a duly noticed public hearing on Development Agreement 14-00070 and determined that "the provisions of the development agreement are consistent with the general plan and applicable specific plan" pursuant to California Government Code Section 65867.5(b) ,

City Council March 31, 2015  
DA 14-00070  
Attachment 1  
Ordinance

constituting part of the Planning and Zoning Law and, therefore, recommended approval of the proposed development agreement; and

**WHEREAS**, on March 31, 2015, the City Council conducted a duly noticed public hearing on the Development Agreement 14-00070 and considered testimony and materials in the staff report, the Prior Approvals and accompanying document and exhibits; and

**WHEREAS**, the City has complied with the California Environmental Quality Act; and,

**WHEREAS**, the City has duly noticed this Development Agreement; and

**WHEREAS**, all legal prerequisites for the adoption of this Ordinance have occurred;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

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

**Section 2. Environmental Review.** The City Council has reviewed and considered the information and determined that the proposed Development Agreement will not have a significant adverse effect on the environment, in that the Addendum to Final EIR (State Clearinghouse No. 2006101147) prepared for the Development Agreement adequately address the fact that there will be no additional impacts from the proposed Development Agreement. The Development Agreement proposes no physical changes to the project from the Prior Approvals, including the final Environmental Impact Report, and has been prepared in accordance with the California Environmental Quality Act, and the Addendum to Final EIR is complete and hereby approved and no significant adverse environmental effects are identified.

**Section 3. Findings.** The City Council HEREBY FINDS AND DETERMINES based on the information presented herewith and the Prior Approvals that:

- A. The proposed Development Agreement is consistent with the applicable General Plan and specific plan, their objectives, their policies, general land uses, and programs.
- B. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the general plan land use district and specific plan in which the real property is located.
- C. The proposed Development Agreement is in conformity with and will promote public convenience, general welfare and good land use practice.

- D. The proposed Development Agreement will not be detrimental to the health, safety and general welfare.
- E. The proposed Development Agreement will not adversely affect the orderly development of the property or the preservation of property values.
- F. The proposed Development Agreement will, promote and encourage the development of the proposed project by providing a greater degree of requisite certainty.

**Section 4. Approval.** The Development Agreement, a copy of which is attached hereto as Exhibit "A", is hereby approved. The Mayor and City Clerk are authorized to execute and deliver the proposed Development Agreement on behalf of the City.

**Section 5. Recording.** Pursuant to California Code Section 65858.5, the City Clerk shall record with the County Recorder of the County of Riverside a copy of the Development Agreement within ten (10) days after the Agreement is executed on behalf of the City and the MTC Consolidated, LLC.

**Section 6. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that any one or more sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

**Section 7. Effective Date.** The Mayor shall sign and the City Clerk shall certify 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 31<sup>st</sup> day of March, 2015.

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Mayor, Daryl R. Busch

ATTEST:

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City Clerk, Nancy Salazar



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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number \_\_\_\_, introduced at a regular meeting of the City Council of the City of Perris held on the 31<sup>st</sup> day of March, 2015, was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on 31<sup>st</sup> day of March 2015, and that it was so adopted by the following called vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

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City Clerk, Nancy Salazar