

*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, April 14, 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:

Rodriguez, Rogers, Burke, Rabb, Busch

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

Councilman Rodriguez will lead the Pledge of Allegiance.

5. PRESENTATIONS/ANNOUNCEMENTS:

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

A. Community Action Partnership Update Presented by Brenda Salas Freeman, Executive Director, County of Riverside Community Action Partnership

B. Relay for Life Proclamation.

C. May is Mental Health Month Proclamation.

D. 2015 Live Well Community Health Fair presented by Isabel Carlos, Administrative Services Manager

6. APPROVAL OF MINUTES:

- A. Approval of the Minutes of the Joint Regular Meeting 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 of the City of Perris held March 31, 2015.

7. CONSENT CALENDAR:

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

- A. Adopt the Second Reading of Ordinance Number (next in order) regarding Ordinance Amendment 15-05012 to amend Zoning Code Chapter 19.76, Beverage Container Recycling Collection Facilities, to add new criteria and standards for small recycling centers.

The Second 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 ORDINANCE AMENDMENT 15-05012 TO AMEND CHAPTER 19.76 OF THE ZONING CODE, BEVERAGE CONTAINER RECYCLING COLLECTION CENTERS, AND MAKE FINDINGS IN SUPPORT THEREOF

- B. Adopt the Second 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 regulate donation collection boxes.

The Second 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 ORDINANCE AMENDMENT 15-05009 TO ADD CHAPTER 19.64, DONATION COLLECTION BOXES, TO THE ZONING CODE AND MAKE FINDINGS IN SUPPORT THEREOF

- C. Adopt the Second Reading of Ordinance Number (next in order) regarding Development Agreement No. 14-00070 for the approved Towne Center commercial project, located at the southeast corner of Ethanac Road and I-215. (Applicant: MTC Consolidated, LLC).

The Second 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

- D. Approve the Four Way Stop at “D” and 7th Street.
- E. Approval to award bid to New Millennium Construction for construction of the Senior Center Renovation Phase II project.
- F. Adopt Resolution Number (next in order) approving CFD Agreement and Land Transfer Agreement with Perris Group, LLC.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING AN AGREEMENT WITH PERRIS GROUP, LLC PROVIDING FOR THE PAYMENT AND WAIVER OF CERTAIN SPECIAL TAXES AND THE EXECUTION OF A LAND TRANSFER AGREEMENT IN CONNECTION WITH REVENUE AND TAXATION CODE SECTION 3698.5(A)

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 PM 36469 to the City's Maintenance Districts, located on the east side of Redlands Avenue with the Oleander Channel along the north boundary and the Perris Valley Storm Drain Channel along the east boundary. (Owner: Stratford Ranch 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 PM 36469 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

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- B. Consideration to adopt Resolution Number (next in order) and introduce the First Reading of Ordinance Number (next in order) regarding Community Facilities District 2014-2 (Perris Valley Spectrum) of the City of Perris ("District") special election related to (1) the levy of special taxes on property within the District; (2) incurring bonded indebtedness in an aggregate principal amount not to exceed \$4,000,000; and (3) establishing an appropriations limit for the District. District is generally located at the northwest corner of Perris Boulevard and Orange Avenue.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT. THE ISSUANCE OF BONDED INDEBTEDNESS AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE

**BODY OF COMMUNITY FACILITIES DISTRICT NO. 2014-2
(PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS
AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID
DISTRICT**

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

- C. Consideration to adopt Resolution Numbers (next in order) regarding refinancing of prior bonds associated with CFD No. 91-1 (Perris Valley Spectrum). The District consists of a 54.21 acre rectangular shaped parcel of land generally located at the northwest corner of Perris Boulevard and Orange Avenue within the City of Perris.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS; AUTHORIZING THE ISSUANCE OF ITS SPECIAL TAX BONDS, 2015 SERIES C \$3,500,000; TO REFINANCE THE PRIOR BONDS OF THE 1991 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

A RESOLUTION OF THE PERRIS JOINT POWERS AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$3,500,000 OF ITS PERRIS JOINT POWERS AUTHORITY LOCAL AGENCY REFUNDING REVENUE BONDS CFD NO. 2014-2 (PERRIS VALLEY SPECTRUM), 2015 SERIES C, THE PURCHASE OF BONDS ISSUED BY COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) 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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 91-1 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS, APPROVING AN ESCROW AGREEMENT IN CONNECTION WITH A REFUNDING OF ITS 1991 SPECIAL TAX BONDS

Introduced by: Ron Carr, Assistant City Manager

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:

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: April 14, 2015
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on March 31, 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 Regular Joint Meeting held on March 31, 2015 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Joint Powers Authority

CITY OF PERRIS

MINUTES:

Date of Meeting: March 31, 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 6:01 p.m.

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

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer Motlagh, Assistant City Manager Carr, Deputy City Manager Madkin, Redevelopment & Economic Development Manager McDermott, Police Captain Judge, Fire Chief Barnett, Director of Development Services Miramontes, Capital Improvement Project Manager Morales, Information Technology Manager Cervantes, Administrative Services Manager Carlos, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo and City Clerk Salazar.

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

In the absence of Pastor Javier Munoz, Pastor Ray Grignon of Temple Baptist Church gave the Invocation.

4. PLEDGE OF ALLEGIANCE:

**Councilman Rabb led the Pledge of Allegiance.
Fabian Guerro, Perris Elementary School Student, sang the National Anthem.**

5. PRESENTATIONS/ANNOUNCEMENTS:

Items D and E were added to the agenda by Mayor Busch

- A. Perris Valley Arts and Activities Committee Talent Show Winners: 1st Place Winner: *Fabian Guerro, Perris Elementary School 2nd Place Winners, Soaring Voices, Perris Elementary School: *Leonard White, III *Isabella Gallardo *Lizette Rodriguez *Yamila Castillo 3rd 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.
 - D. Presentation regarding updates on Road Improvements given by Eliza Echevarria, RCTC
 - E. CPRS Award of Excellence for Park Planning, Presented by Lydia Gutfield, Program Coordinator City of Irvine
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.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN: Rita Rogers

7. CONSENT CALENDAR:

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

- A. Adopted Resolution Numbers 4846, 4847 and 4848 regarding Initiation of Annual Proceedings for City's Maintenance Districts (FY 2015/2016). The Districts include residential tracts and commercial developments throughout the City.

Resolution Number 4846 is 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

Resolution Number 4847 is 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 2015/2015 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

Resolution Number 4848 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDING 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. Adopted Resolution Numbers 4849, 4850 and 4851 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 4th 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.**

Resolution Number 4849 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 A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4850 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 A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4851 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO

BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF 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. Adopted Resolution Numbers 4852, 4853 and 4854 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 4th 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.

Resolution number 4852 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 111 AND BENEFIT ZONE 112 (A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4853 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 A PORTION OF BLOCK 12, WISE & KNIGHTS SUBDIVISION TO BENEFIT ZONE 111 AND BENEFIT ZONE 112 CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4854 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 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. **Approved 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. **Adopted Resolution Numbers 4855 and PPUA-04 approving Loan Agreement between the Perris Public Utility Authority and the City of Perris upon certain terms described in the agenda submittal and resolutions.**

Resolution Number 4855 is 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

Resolution Number PPUA-04 is entitled:

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

- F. **Approved Settlement Agreement with BAI Investor, LLC, related to the acquisition of the McCanna Ranch Water Company by the Perris Public Utility Authority.**
- G. **Approved the Rider Street Joint Use Agreement with Southern California Edison.**
- H. **Adopted Resolution Number 4856 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).**

Resolution Number 4856 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. Adopted Resolution Number 4857 approving the Annual Statement of Investment Policy for Fiscal Year 2015-2016.

Resolution Number 4857 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

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Julio Rodriguez to Approve the Consent Calendar as presented.

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

NOES:

ABSENT:

ABSTAIN:

8. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 4858 and 4859 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).

Resolution Number 4858 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF 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

Resolution Number 4859 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF 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 ASSESSMENT FOR FISCAL YEAR 2014-2015

This item was presented by Roxanne Shepherd, Shepherd & Staats

The Mayor opened the Public Hearing at 6:41 p.m. There was no public

comment.

The Mayor closed the Public Hearing at 6:41 p.m.

**The Mayor asked City Clerk Salazar to open the ballots.
City Clerk Salazar opened the ballots and noted that the ballots were both marked "Yes".**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Numbers 4858 and 4859 as presented.

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

NOES:

ABSENT:

ABSTAIN:

Councilman Rabb left the City Council Chambers at 6:44 p.m. and returned to the City Council Chambers at 6:45 p.m.

- B. Approved Resolution Number 4863 approving the FY 2015-2016 Draft Annual Action Plan Funding recommendations for the Community Development Block Grant (CDBG) Program.

Resolution Number 4863 is entitled:

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

This item was introduced by Deputy City Manager Madkin and turned over to Redevelopment Project Coordinator Cortes de Pavon for presentation.

**The Mayor Opened the Public Hearing at 6:47.
The following people spoke at Public Comment:
Michael Matthews
Lupe Guerrero**

The Mayor closed the Public Hearing at 6:52 p.m.

**The following Councilmembers spoke:
Rabb**

The Mayor called for a motion.

M/S/C: Moved by Julio Rodriguez, seconded by Rita Rogers to Approve Resolution Number 4863 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 4860 and 4861 regarding Annexation of Parcel into CFD 1-S (South Perris Public Services District); Annexation No. 6 (7-Eleven). (Applicant: BELDU Partners).

Resolution Number 4860 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. 6 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 6

Resolution Number 4861 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. 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

This item was presented by Daniel Louie, Willdan Financial Services

The Mayor opened the Public Hearing at 6:54 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:55 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 4860 as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked City Clerk Salazar to open the ballot.

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

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Tonya Burke to Approve Resolution Number 4861 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. Adopted Resolution Numbers 4862 and PJPA-013 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.

Resolution Number 4862 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. 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

Resolution Number PJPA-013 is entitled:

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

Councilmember Rogers left the City Council Chambers at 7:01 p.m. and returned to the City Council Chambers at 7:04 p.m.

This item was presented by Assistant City Attorney Anita Luck.

The Mayor opened the Public Hearing at 6:59 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:59 p.m.

The Mayor called for a motion.

M/S/C: Moved by Julio Rodriguez, seconded by Rita Rogers to Approve

Resolution Numbers 4862 and PJPA-013 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- E. Introduced the First Reading of Ordinance Number 1313 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 Ordinance Number 1313 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

This item was presented by Associate Planner Sbardellati.

The Mayor opened the Public Hearing at 7:06 p.m.

The following people spoke at Public Comment:

Matt Johnson

Ana Magana

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

The following Councilmembers spoke:

Rabb

Rodriguez

Busch

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Tonya Burke to Approve the First Reading of Ordinance Number 1313 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- F. Introduced the First Reading of Ordinance Number 1314 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 Ordinance Number 1314 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

This item was presented by Associate Planner Sbardellati.

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

The following people spoke at Public Comment:

Julie Vargas

Yolanda Williams

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

The following Councilmembers spoke:

Burke

Rabb

Busch

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Julio Rodriguez to Approve the First Reading of Ordinance Number 1314

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

NOES:

ABSENT:

ABSTAIN:

- G. **Introduced the First Reading of Ordinance Number 1315 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 Ordinance Number 1315 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

This item was presented by Associate Planner Lundfelt.

The Mayor opened the Public Hearing at 7:35 p.m.

The following people spoke at Public Comment:

Michael Naggar

The Mayor closed the Public Hearing at 7:36 p.m.**The following Councilmembers spoke:****Rabb****Busch****Rogers**

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Rita Rogers to Approve the First Reading of Ordinance Number 1315 as presented.

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

NOES:

ABSENT:

ABSTAIN:

9. **BUSINESS ITEMS: (not requiring a "Public Hearing"):****There were no Business Items**10. **PUBLIC COMMENT/CITIZEN PARTICIPATION:****The following people spoke at Public Comment:****Ali Mazarei****Cesar Santillana****Tacylyn Sharrit****Michael Matthews****Andre Allen****Anna Magana****Sharine Hill****Laurel Rudy**11. **COUNCIL COMMUNICATIONS:****The following Councilmember spoke:****Rabb****Rogers****Burke****Rodriguez****Busch**12. **CITY MANAGER'S REPORT:**A. **Strategic Plan Report****City Manager Belmudez gave the presentation on this item.**13. **CLOSED SESSION:**

14. ADJOURNMENT:

There being no further business the Regular City Council meeting was adjourned at 8:49 p.m.

Respectfully Submitted,


Nancy Salazar, City Clerk

**CITY COUNCIL
AGENDA SUBMITTAL**

April 14, 2015

SUBJECT: Ordinance Amendment 15-05012 (Ordinance No. 1313) – To amend Zoning Code Chapter 19.76, Beverage Container Recycling Collection Facilities, to add new criteria and standards for small recycling centers.

REQUESTED ACTION: Approve Second Reading of Ordinance No. 1313 of Ordinance Amendment 15-05012

CONTACT: Clara Miramontes, Director of Development Services 

On March 31, 2015, the City Council unanimously approved Ordinance Amendment 15-05012 to amend Zoning Code Chapter 19.76, Beverage Container Recycling Collection Facilities. The intent of the amendment is to improve the appearance of small recycling facilities in commercial and industrial centers by regulating the placement, size, height, setbacks and architectural requirements. The proposed amendment adds architectural standards to insure all small recycling facilities, especially in shopping centers, are well designed and do not detract from the center. The revised ordinance would replace existing Section 19.76.050, Small Collection Facilities to add provisions for:

- Approval process (Minor Development Plan Review)
- Allowed recyclables (CRV only)
- Development criteria (height, size, setbacks)
- Architectural standards

Upon adoption, Ordinance Amendment 1313 (attached) will take effect 30 days thereafter.

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item is included in the existing 2014-2015 General Fund.

Prepared by: Diane Sbardellati, Associate Planner

Asst. City Manager: Ron Carr 

Consent Calendar: April 14, 2015

Exhibits: A – Ordinance No. 1313 and Zoning Code Chapter 19.76.050, Small Collection Facilities
B – City Council Submittal dated March 31, 2015

ORDINANCE NO. 1313

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING 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 effect on the environment.

EXHIBIT A

- 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 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 14th day of April, 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 1313 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th day of April, 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment: Revised Zoning Code Chapter 19.76.050

SMALL 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 a 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 an 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.

**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 

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 Categorically 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.

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item is included in the existing 2014-2015 General Fund.

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

EXHIBIT B

CITY COUNCIL
AGENDA SUBMITTAL

April 14, 2015

SUBJECT: **Ordinance Amendment 15-05009 (Ordinance No. 1314) – To amend the Zoning Code to add Chapter 19.64, Donation Collection Boxes, to regulate donation collection boxes.**

REQUESTED ACTION: **Approve the Second Reading of Ordinance No. 1314 to adopt Ordinance Amendment 15-05009, Donation Collection Boxes.**

CONTACT: Clara Miramontes, Director of Development Services 

On March 31, 2015, the City Council unanimously approved Ordinance Amendment 15-05009 to add provisions to the Zoning Code for the regulation of charitable donation collection boxes. New Zoning Code Chapter 19.64, Donation Collection Boxes, will regulate placement, size, height, setbacks and application requirements for these structures. The ordinance includes provisions for abatement of nonconforming donation boxes. The proposed amendment will clean up City streets by removing non-compliant donation boxes, including those located in the public right of way, and on vacant land.

Upon adoption, Ordinance Amendment 1314 (attached) will be effective 30 days thereafter.

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item is included in the existing 2014-2015 General Fund.

Prepared by: Diane Sbardellati, Associate Planner

Asst. City Manager: Ron Carr 

Consent Calendar: April 14, 2015

Exhibits: A – Ordinance No. 1314 and Zoning Code Chapter 19.64,
Donation Collection Boxes
B – City Council Submittal dated March 31, 2015

ORDINANCE NUMBER 1314

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING 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 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 14th day of April, 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 1314 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th day of April 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

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. 4th Street Gateway of the Downtown Specific Plan and West 4th 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 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.

**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 


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.

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item is included in the existing 2014-2015 General Fund.

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

EXHIBIT B

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: April 14, 2015

SUBJECT: **Development Agreement No. 14-00070** for the approved Towne Center commercial project, located at the southeast corner of Eithanac Road and I-215. Applicant: MTC Consolidated, LLC

REQUESTED ACTION: **APPROVE the second reading of an Ordinance No. 1315** approving an Addendum to the Towne Center EIR and Development Agreement 10-02-0003 concerning 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, Development Services Director 

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.

Upon adoption, Ordinance Amendment 1315 (attached) will take effect 30 days thereafter.

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.

Prepared by: Ilene Lundfelt, Associate Planner

City Attorney: N/A

Asst. City Manager: Ron Carr 

Consent Calendar: **April 14, 2015**

Attachments: 1. Ordinance with Amendment to Development Agreement
2. City Council Submittal dated March 31, 2015

ORDINANCE NUMBER 1315

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) ,

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 14th day of April, 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

Exhibit "A"

PROPOSED DEVELOPMENT AGREEMENT

[See Attached]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

(SPACE ABOVE FOR RECORDER'S USE ONLY)
(EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103)

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT**

BY AND BETWEEN

MTC CONSOLIDATED LLC

&

CITY OF PERRIS

_____, 2015

AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement ("First Amendment") is entered into as of this ___ day of _____, 2015, by and between the CITY OF PERRIS, a municipal corporation (hereinafter "City"), and MTC Consolidated LLC, a California Limited Liability Company (hereinafter "Developer").

RECITALS

WHEREAS, pursuant to California Government Code sections 65864 *et seq.* on _____, _____ City and Developer entered into the Development Agreement ("Development Agreement") for the development of 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 Development Agreement shall expire on May 13, 2018, and, pursuant to Section 9.18 of the Development Agreement, no provision may be amended except by an agreement in writing signed by the Parties; and

WHEREAS, the Parties now wish to amend the Development Agreement to extend the term of the Development Agreement by ten years; and

WHEREAS, on _____, 2015, the Planning Commission conducted a duly-noticed hearing 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), and after a review of all pertinent testimony and evidence, including the First Amendment, recommended approval of the Development Agreement; and

WHEREAS, pursuant to California Government Code Section 65867.5, on _____ 2015, the City Council conducted a duly-noticed public hearing, reviewed all pertinent testimony, including the First Amendment, and the Planning Commission's recommendations; and

WHEREAS, the City finds and determines that all actions required of the City precedent to approval of this First Amendment by Ordinance No. ____ of the City Council have been duly and regularly taken.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties hereto agree as follows:

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

Section 2. Amendment to Section 2.5 of the Development Agreement. Section 2.5 of the Development Agreement is hereby amended so that the Term of Agreement shall terminate on May 13, 2028.

Section 3. Effective. This First Amendment shall become effective upon the effective date of the ordinance approving this First Amendment and after execution by the Parties hereto.

Section 4. Full Force and Effect. The Parties agree, except as specifically provided in this First Amendment, the terms of the Development Agreement shall remain unchanged and in full-force and effect.

Section 5. Consent of Parties. The person(s) executing this First Amendment on behalf of the Parties hereto warrant (i) such party is duly-organized and existing, (ii) they are duly-authorized to execute and deliver this First Amendment on behalf of said party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment, and (iv) the entering into of this First Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, City and the Developer have entered into this First Amendment as of the date set forth hereinabove.

CITY OF PERRIS

By: _____
Daryl R. Busch, Mayor

ATTEST:

By: _____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, Esq.
City Attorney

Developer: MTC CONSOLIDATED LLC, a
California limited liability company

By: _____
John D. Motte
Its: Manager

By: _____
Daniel L. Stephenson
Its: Manager

[End of Signatures]

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 14th day of April, 2015, was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on 14th day of April, 2015, and that it was so adopted by the following called vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: April 14, 2015

SUBJECT: Four Way Stop at "D" and 7th Street
REQUESTED ACTION: Authorize Installation of 4-Way Stop
CONTACT: Habib Motlagh, ^HCity Engineer

BACKGROUND/DISCUSSION: Councilman David Starr Rabb requested that the intersection of "D" and 7th Streets be evaluated to determine if 4-Way stop signs is warranted. To determine if warrant is met, staff engaged the services of Counts Unlimited to evaluate the current traffic conditions. According to their report, stop sign warrants are not met, however to meet the objectives of the Downtown Specific Plan and "D" Street project which is to maintain a walkable & neighborhood friendly atmosphere, staff recommends installation of the 4-Way stops.

BUDGET (or FISCAL) IMPACT: The cost of signage and striping is expected to be \$2,500, adequate funds are available for this work.

Reviewed by:
City Attorney
Assistant City Manager *RC*

Attachments: Counts Unlimited Report

Consent: Yes
Public Hearing:
Business Item:
Other:

Multi-Way Stop Warrant Report

Major Street Approaches

Northbound: D Street
 Total Approach Volume: 1,676
 85% Speed < 40 MPH.

Southbound: D Street
 Total Approach Volume: 2,531
 85% Speed < 40 MPH.

Minor Street Approaches

Eastbound: 7th Street
 Total Approach Volume: 1,190

Westbound: 7th Street
 Total Approach Volume: 984

Warrant Summary

- Criteria A - Interim Measure** **Not Evaluated**
 If traffic signals are justified, stop signs can be installed as an interim measure.
- Criteria B - Crash Experience** **Not Satisfied**
 Number of crashes (0) is less than the minimum required (5).
- Criteria C - Minimum Volumes and Delays** **Not Satisfied**
 Delay data not evaluated
 Average of 8 highest hours does not meet volume criteria.
- Criteria D - 80% of Volumes, Delays, and Crashes** **Not Satisfied**
 Delay data not evaluated
 Number of crashes (0) is less than the minimum required (4).
 Average of 8 highest hours exceeds volume criteria.

Analysis of 8-Hour Volume Warrants:

Time	Major Total	Major Avg	Minor Total	Minor Avg	Crit C			Crit D		
					Major	Minor	Meets?	Major	Minor	Meets?
15:00 - 16:00	384	316.5	216	168.6	300-Yes	200-No	Major	240-Yes	160-Yes	Both
16:00 - 17:00	364		168							
17:00 - 18:00	353		186							
18:00 - 19:00	315		118							
07:00 - 08:00	305		174							
14:00 - 15:00	295		146							
13:00 - 14:00	271		186							
12:00 - 13:00	245		155							
19:00 - 20:00	225		79							
08:00 - 09:00	223		168							
11:00 - 12:00	204		114							
09:00 - 10:00	197		122							
10:00 - 11:00	190		90							
20:00 - 21:00	149		70							
06:00 - 07:00	145		38							
21:00 - 22:00	114		48							
22:00 - 23:00	61		28							
05:00 - 06:00	53		26							
04:00 - 05:00	37		22							
23:00 - 00:00	20		9							
00:00 - 01:00	16		5							
03:00 - 04:00	14		1							
01:00 - 02:00	14		2							
02:00 - 03:00	13		3							

Counts Unlimited, Inc

PO Box 1178
 Corona, CA 92878
 Phone: 951-268-6268
 email: counts@countsunlimited.com

PER001
 Site Code: 119-15125

City of Perris
 D Street
 N/ 7th Street
 24 Hour Directional Speed Survey
 Northbound

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
03/17/15	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3
01:00	1	1	0	2	0	0	0	0	0	0	0	0	0	0	4
02:00	0	0	0	1	0	2	0	0	0	0	0	0	0	0	3
03:00	1	0	2	0	0	1	0	0	0	0	0	0	0	0	4
04:00	0	1	4	5	5	1	0	0	0	0	0	0	0	0	16
05:00	0	2	4	8	5	2	0	0	0	0	0	0	0	0	21
06:00	4	1	12	26	7	1	0	0	0	0	0	0	0	0	51
07:00	2	15	41	73	27	7	0	0	1	0	0	0	0	0	166
08:00	5	22	35	34	11	2	0	0	0	0	0	0	0	0	109
09:00	6	23	47	31	9	1	0	0	0	0	0	0	0	0	117
10:00	2	27	36	24	5	0	0	0	0	0	0	0	0	0	94
11:00	4	28	41	23	6	0	0	0	0	0	0	0	0	0	102
12 PM	3	30	67	22	4	0	0	0	0	0	0	0	0	0	126
13:00	13	32	61	27	6	0	0	0	0	0	0	0	0	0	139
14:00	18	34	52	34	6	0	0	0	0	0	0	0	0	0	144
15:00	13	46	90	34	10	0	0	0	0	0	0	0	0	0	193
16:00	19	44	64	21	7	0	0	0	0	0	0	0	0	0	155
17:00	24	40	59	20	1	0	0	0	0	0	0	0	0	0	144
18:00	16	34	57	23	1	0	0	0	0	0	0	0	0	0	131
19:00	8	16	42	15	1	1	0	0	0	0	0	0	0	0	83
20:00	3	7	23	13	3	1	0	0	0	0	0	0	0	0	50
21:00	3	1	19	5	4	1	0	0	0	0	0	0	0	0	33
22:00	2	4	4	4	1	1	0	0	0	0	0	0	0	0	16
23:00	0	1	2	1	0	0	0	0	0	0	0	0	0	0	4
Total	147	409	764	447	119	21	0	0	1	0	0	0	0	0	1908

Grand Total	147	409	764	447	119	21	0	0	1	0	0	0	0	0	1908
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15th Percentile : 16 MPH
 50th Percentile : 22 MPH
 85th Percentile : 28 MPH
 95th Percentile : 31 MPH

 Mean Speed(Average) : 23 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 1211
 Percent in Pace : 63.5%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc

PO Box 1178
 Corona, CA 92878
 Phone: 951-268-6268
 email: counts@countsunlimited.com

PER001
 Site Code: 119-15125

City of Perris
 D Street
 N/ 7th Street
 24 Hour Directional Speed Survey
 Southbound

Start Time	1	15	16	20	21	26	31	36	41	46	51	56	61	66	71	76	Total
03/17/15	0	0	1	3	3	7	2	0	0	0	0	0	0	0	0	0	13
01:00	0	0	0	1	1	7	1	0	0	0	0	0	0	0	0	0	9
02:00	0	0	2	1	1	2	4	0	0	0	0	0	0	0	0	0	9
03:00	2	0	0	1	1	3	1	2	0	0	0	0	0	0	0	0	9
04:00	0	0	0	1	1	5	10	0	0	0	0	0	0	0	0	0	16
05:00	2	2	5	7	7	10	7	0	0	0	0	0	0	0	0	0	31
06:00	2	2	2	18	18	35	14	4	1	0	0	0	0	0	0	0	76
07:00	12	9	9	37	37	56	18	2	1	0	0	0	0	0	0	0	135
08:00	5	13	13	41	41	46	11	2	0	0	0	0	0	0	0	0	118
09:00	1	9	9	32	32	44	16	0	0	0	0	0	0	0	0	0	102
10:00	5	7	7	42	42	39	12	4	0	0	0	0	0	0	0	0	109
11:00	4	13	13	40	40	48	13	0	0	0	0	0	0	0	0	0	118
12 PM	12	34	34	68	68	34	4	0	0	0	0	0	0	0	0	0	152
13:00	14	22	22	61	61	56	17	5	0	0	0	0	0	0	0	0	175
14:00	11	28	28	67	67	49	9	2	0	0	0	0	0	0	0	0	166
15:00	9	34	34	79	79	77	18	1	0	1	0	0	0	0	0	0	219
16:00	5	38	38	83	83	91	15	1	0	0	0	0	0	0	0	0	233
17:00	12	24	24	98	98	82	21	4	0	0	0	0	0	0	0	0	241
18:00	6	44	44	68	68	67	12	1	1	0	0	0	0	0	0	0	199
19:00	1	21	21	38	38	64	19	1	1	0	0	0	0	0	0	0	145
20:00	3	8	8	34	34	48	17	2	0	0	0	0	0	0	0	0	112
21:00	3	4	4	23	23	47	6	2	0	0	0	0	0	0	0	0	85
22:00	1	4	4	12	12	19	10	0	1	0	0	0	0	0	0	0	47
23:00	0	2	2	0	0	6	3	1	0	0	0	0	0	0	0	0	12
Total	110	324	324	855	855	942	260	34	5	1	0	0	0	0	0	0	2531

Grand Total	110	324	855	260	34	5	1	0	0	0	0	0	0	0	0	0	2531
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Statistics

- 15th Percentile : 19 MPH
- 50th Percentile : 24 MPH
- 85th Percentile : 29 MPH
- 95th Percentile : 33 MPH
- Mean Speed(Average) : 25 MPH
- 10 MPH Pace Speed : 21-30 MPH
- Number in Pace : 1797
- Percent in Pace : 71.0%
- Number of Vehicles > 55 MPH : 0
- Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc

PO Box 1178
 Corona, CA 92878
 Phone: 951-268-6268
 email: counts@countsunlimited.com

PER001
 Site Code: 119-15125

City of Perris
 D Street
 N/ 7th Street
 24 Hour Directional Speed Survey
 Northbound, Southbound

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
	15	20	25	30	35	40	45	50	55	60	65	70	75	999	
03/17/15	0	1	5	8	2	0	0	0	0	0	0	0	0	0	16
01:00	1	1	1	9	1	0	0	0	0	0	0	0	0	0	13
02:00	0	2	1	3	4	2	0	0	0	0	0	0	0	0	12
03:00	3	0	3	3	1	3	0	0	0	0	0	0	0	0	13
04:00	0	1	5	10	15	1	0	0	0	0	0	0	0	0	32
05:00	2	7	11	18	12	2	0	0	0	0	0	0	0	0	52
06:00	6	3	30	61	21	5	1	0	0	0	0	0	0	0	127
07:00	14	24	78	129	45	9	1	0	1	0	0	0	0	0	301
08:00	10	35	76	80	22	4	0	0	0	0	0	0	0	0	227
09:00	7	32	79	75	25	1	0	0	0	0	0	0	0	0	219
10:00	7	34	78	63	17	4	0	0	0	0	0	0	0	0	203
11:00	8	41	81	71	19	0	0	0	0	0	0	0	0	0	220
12 PM	15	64	135	56	8	0	0	0	0	0	0	0	0	0	278
13:00	27	54	122	83	23	5	0	0	0	0	0	0	0	0	314
14:00	29	62	119	83	15	2	0	0	0	0	0	0	0	0	310
15:00	22	80	169	111	28	1	0	1	0	0	0	0	0	0	412
16:00	24	82	147	112	22	1	0	0	0	0	0	0	0	0	388
17:00	36	64	157	102	22	4	0	0	0	0	0	0	0	0	385
18:00	22	78	125	90	13	1	1	0	0	0	0	0	0	0	330
19:00	9	37	80	79	20	2	1	0	0	0	0	0	0	0	228
20:00	6	15	57	61	20	3	0	0	0	0	0	0	0	0	162
21:00	6	5	42	52	10	3	0	0	0	0	0	0	0	0	118
22:00	3	8	16	23	11	1	1	0	0	0	0	0	0	0	63
23:00	0	3	2	7	3	1	0	0	0	0	0	0	0	0	16
Total	257	733	1619	1389	379	55	5	1	1	0	0	0	0	0	4439

Grand Total	257	733	1619	1389	379	55	5	1	1	0	0	0	0	0	4439
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Statistics

- 15th Percentile : 17 MPH
- 50th Percentile : 23 MPH
- 85th Percentile : 29 MPH
- 95th Percentile : 32 MPH
- Mean Speed(Average) : 24 MPH
- 10 MPH Pace Speed : 21-30 MPH
- Number in Pace : 3008
- Percent in Pace : 67.8%
- Number of Vehicles > 55 MPH : 0
- Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc

PO Box 1178

Corona, CA 92878

Phone: 951-268-6268

email: counts@countsunlimited.com

PER002
Site Code: 119-15125

City of Perris
D Street
S/ 7th Street
24 Hour Directional Speed Survey
Northbound

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
	15	20	25	30	35	40	45	50	55	60	65	70	75	999	
03/17/15	1	0	1	1	0	0	0	0	0	0	0	0	0	0	3
01:00	0	1	2	1	1	0	0	0	0	0	0	0	0	0	5
02:00	0	1	0	1	0	2	0	0	0	0	0	0	0	0	4
03:00	1	0	2	1	0	1	0	0	0	0	0	0	0	0	5
04:00	1	2	5	5	5	2	1	0	0	0	0	0	0	0	21
05:00	0	2	5	5	8	2	0	0	0	0	0	0	0	0	22
06:00	15	4	14	15	16	3	2	0	0	0	0	0	0	0	69
07:00	7	10	51	59	37	6	0	0	0	0	0	0	0	0	170
08:00	13	8	40	31	10	3	0	0	0	0	0	0	0	0	105
09:00	9	13	37	23	9	4	0	0	0	0	0	0	0	0	95
10:00	11	12	27	23	7	1	0	0	0	0	0	0	0	0	81
11:00	6	14	24	38	3	1	0	0	0	0	0	0	0	0	86
12 PM	8	18	36	24	7	0	0	0	0	0	0	0	0	0	93
13:00	11	17	38	20	8	2	0	0	0	0	0	0	0	0	96
14:00	20	11	53	37	7	1	0	0	0	0	0	0	0	0	129
15:00	11	26	52	59	16	1	0	0	0	0	0	0	0	0	165
16:00	11	31	46	34	7	2	0	0	0	0	0	0	0	0	131
17:00	13	13	46	30	8	1	1	0	0	0	0	0	0	0	112
18:00	13	22	40	29	9	3	0	0	0	0	0	0	0	0	116
19:00	7	14	29	23	5	1	1	0	0	0	0	0	0	0	80
20:00	1	5	13	15	2	1	0	0	0	0	0	0	0	0	37
21:00	0	4	7	9	7	2	0	0	0	0	0	0	0	0	29
22:00	1	1	5	1	5	1	0	0	0	0	0	0	0	0	14
23:00	1	0	2	4	0	1	0	0	0	0	0	0	0	0	8
Total	161	229	575	488	177	41	5	0	0	0	0	0	0	0	1676
Grand Total	161	229	575	488	177	41	5	0	0	0	0	0	0	0	1676

Statistics

- 15th Percentile : 16 MPH
- 50th Percentile : 23 MPH
- 85th Percentile : 29 MPH
- 95th Percentile : 33 MPH
- Mean Speed(Average) : 24 MPH
- 10 MPH Pace Speed : 21-30 MPH
- Number in Pace : 1063
- Percent in Pace : 63.4%
- Number of Vehicles > 55 MPH : 0
- Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc

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PER002
Site Code: 119-15125

City of Perris
D Street
S/7th Street
24 Hour Directional Speed Survey
Southbound

Start Time	1	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
03/17/15	15	20	4	14	15	16	3	2	0	0	0	0	0	0	0	69
01:00	7	10	7	51	59	37	6	0	0	0	0	0	0	0	0	170
02:00	13	8	8	40	31	10	3	0	0	0	0	0	0	0	0	105
03:00	9	13	13	37	23	9	4	0	0	0	0	0	0	0	0	95
04:00	11	12	12	27	23	7	1	0	0	0	0	0	0	0	0	81
05:00	6	14	14	24	38	3	1	0	0	0	0	0	0	0	0	86
06:00	11	3	3	7	17	17	11	3	0	0	0	0	0	0	0	69
07:00	18	6	6	22	41	42	15	0	0	0	0	0	0	0	0	144
08:00	17	10	10	14	24	19	5	0	0	0	0	0	0	0	0	89
09:00	7	10	10	23	34	20	3	1	0	0	0	0	0	0	0	98
10:00	12	7	7	29	37	19	4	0	0	0	0	0	0	0	0	108
11:00	9	12	12	38	37	15	4	0	0	0	0	0	0	0	0	115
12 PM	19	9	9	38	52	15	4	0	0	0	0	0	0	0	0	137
13:00	20	13	13	47	50	31	7	0	0	0	0	0	0	0	0	168
14:00	9	12	12	51	61	33	7	0	0	0	0	0	0	0	0	173
15:00	16	14	14	42	75	55	11	0	0	0	0	0	0	0	0	213
16:00	9	16	16	53	74	53	12	0	0	0	0	0	0	0	0	217
17:00	6	9	9	59	96	52	12	1	1	0	0	0	0	0	0	236
18:00	12	4	4	38	80	45	7	1	0	0	0	0	0	0	0	187
19:00	2	3	3	26	40	43	13	2	0	0	0	0	0	0	0	129
20:00	1	5	5	31	52	38	6	1	0	0	1	0	0	0	0	135
21:00	2	4	4	24	29	20	4	1	0	1	0	0	0	0	0	85
22:00	0	1	1	8	17	12	3	1	0	0	0	0	0	0	0	42
23:00	0	0	0	3	10	11	5	3	0	0	0	0	0	0	0	32
Total	231	199	199	746	1015	622	151	16	1	1	1	0	0	0	0	2983
Grand Total	231	199	199	746	1015	622	151	16	1	1	1	0	0	0	0	2983

Statistics

- 15th Percentile : 20 MPH
- 50th Percentile : 26 MPH
- 85th Percentile : 32 MPH
- 95th Percentile : 35 MPH
- Mean Speed(Average) : 26 MPH
- 10 MPH Pace Speed : 21-30 MPH
- Number in Pace : 1761
- Percent in Pace : 59.0%
- Number of Vehicles > 55 MPH : 1
- Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc

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PER002
 Site Code: 119-15125

City of Perris
 D Street
 S/ 7th Street
 24 Hour Directional Speed Survey
 Northbound_Southbound

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
	15	20	25	30	35	40	45	50	55	60	65	70	75	999	
03/17/15	16	4	15	16	16	3	2	0	0	0	0	0	0	0	72
01:00	7	11	53	60	38	6	0	0	0	0	0	0	0	0	175
02:00	13	9	40	32	10	5	0	0	0	0	0	0	0	0	109
03:00	10	13	39	24	9	5	0	0	0	0	0	0	0	0	100
04:00	12	14	32	28	12	3	1	0	0	0	0	0	0	0	102
05:00	6	16	29	43	11	3	0	0	0	0	0	0	0	0	108
06:00	26	7	21	32	33	14	5	0	0	0	0	0	0	0	138
07:00	25	16	73	100	79	21	0	0	0	0	0	0	0	0	314
08:00	30	18	54	55	29	8	0	0	0	0	0	0	0	0	194
09:00	16	23	60	57	29	7	1	0	0	0	0	0	0	0	193
10:00	23	19	56	60	26	5	0	0	0	0	0	0	0	0	189
11:00	15	26	62	75	18	5	0	0	0	0	0	0	0	0	201
12 PM	27	27	74	76	22	4	0	0	0	0	0	0	0	0	230
13:00	31	30	85	70	39	9	0	0	0	0	0	0	0	0	264
14:00	29	23	104	98	40	8	0	0	0	0	0	0	0	0	302
15:00	27	40	94	134	71	12	0	0	0	0	0	0	0	0	378
16:00	20	47	99	108	60	14	0	0	0	0	0	0	0	0	348
17:00	19	22	105	126	60	13	2	1	0	0	0	0	0	0	303
18:00	25	26	78	109	54	10	1	0	0	0	0	0	0	0	209
19:00	9	17	55	63	48	14	3	0	0	0	0	0	0	0	172
20:00	2	10	44	67	40	7	1	0	0	1	0	0	0	0	114
21:00	2	8	31	38	27	6	1	0	1	0	0	0	0	0	56
22:00	1	2	13	18	17	4	1	0	0	0	0	0	0	0	40
23:00	1	0	5	14	11	6	3	0	0	0	0	0	0	0	40
Total	392	428	1321	1503	799	192	21	1	1	1	0	0	0	0	4659

Grand Total	392	428	1321	1503	799	192	21	1	1	1	0	0	0	0	4659
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Statistics
 Mean Speed(Average) : 25 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 2824
 Percent in Pace : 60.6%
 Number of Vehicles > 55 MPH : 1
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc

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PER003
 Site Code: 119-15125

City of Perris
 7th Street
 E/ D Street
 24 Hour Directional Speed Survey
 Eastbound

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
	15	20	25	30	35	40	45	50	55	60	65	70	75	80	
03/17/15	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
02:00	1	0	0	2	1	0	1	0	0	0	0	0	0	0	5
03:00	0	0	0	0	3	0	0	0	0	0	0	0	0	0	3
04:00	1	0	2	3	8	2	0	0	0	0	0	0	0	0	16
05:00	0	1	5	11	5	2	0	0	0	0	0	0	0	0	24
06:00	1	3	4	9	11	4	0	0	0	0	0	0	0	0	32
07:00	4	3	20	38	16	3	2	0	0	0	0	0	0	0	86
08:00	4	8	14	35	12	5	0	0	0	0	0	0	0	0	78
09:00	0	4	11	16	13	4	1	0	0	0	0	0	0	0	49
10:00	0	3	4	15	11	5	0	0	0	0	0	0	0	0	38
11:00	1	5	5	11	16	1	0	0	0	0	0	0	0	0	39
12:PM	2	0	15	17	17	6	0	0	0	0	0	0	0	0	57
13:00	1	5	15	23	21	8	1	0	0	0	0	0	0	0	74
14:00	5	8	19	16	13	4	0	0	0	0	0	0	0	0	65
15:00	4	5	20	39	13	5	0	0	0	0	0	0	0	0	86
16:00	2	5	20	33	14	1	0	0	0	0	0	0	0	0	75
17:00	5	11	30	22	7	1	0	0	0	0	0	0	0	0	76
18:00	5	8	19	20	8	1	0	0	0	0	0	0	0	0	61
19:00	2	7	11	14	4	2	0	0	0	0	0	0	0	0	40
20:00	1	3	5	8	6	1	1	0	0	0	0	0	0	0	25
21:00	0	1	3	6	7	1	1	0	0	0	0	0	0	0	19
22:00	1	3	6	1	2	1	0	0	0	0	0	0	0	0	14
23:00	0	1	1	1	1	0	0	0	0	0	0	0	0	0	4
Total	41	85	229	341	209	57	7	0	0	0	0	0	0	0	969

Grand Total	41	85	229	341	209	57	7	0	0	0	0	0	0	0	969
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15th Percentile : 20 MPH
 50th Percentile : 26 MPH
 85th Percentile : 33 MPH
 95th Percentile : 36 MPH

Statistics
 Mean Speed(Average) : 27 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 570
 Percent in Pace : 58.8%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc

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PER003
 Site Code: 119-15125

City of Perris
 7th Street
 E/D Street
 24 Hour Directional Speed Survey
 Westbound

Start Time	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	Total
03/17/15	0	0	1	0	0	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	3	0	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
05:00	0	0	0	0	2	2	2	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
06:00	0	0	0	0	3	3	6	0	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
07:00	5	3	3	14	14	17	22	24	22	4	4	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	71
08:00	1	4	4	16	16	17	24	24	17	4	4	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	67
09:00	1	5	5	12	11	15	13	13	15	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	51
10:00	1	3	3	11	11	12	13	13	12	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	43
11:00	0	4	4	19	19	10	25	26	10	4	4	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	64
12 PM	1	2	2	23	23	21	26	32	21	7	7	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	81
13:00	3	7	7	14	14	17	32	17	17	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80
14:00	2	11	11	22	22	3	19	3	3	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	62
15:00	8	15	15	35	35	14	35	14	14	14	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	112
16:00	6	7	7	23	23	11	22	22	11	2	2	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	72
17:00	10	12	12	24	24	9	26	26	9	2	2	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	84
18:00	1	12	12	23	23	7	10	10	7	2	2	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	56
19:00	3	3	3	11	11	5	16	16	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38
20:00	1	6	6	10	10	7	10	10	5	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	34
21:00	0	1	1	6	6	7	7	7	5	7	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23
22:00	1	0	0	3	3	3	5	5	3	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	14
23:00	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Total	44	96	96	274	274	184	318	318	184	184	57	57	8	8	3	3	0	0	0	0	0	0	0	0	0	0	0	984
Grand Total	44	96	96	274	274	184	318	318	184	184	57	57	8	8	3	3	0	0	0	0	0	0	0	0	0	0	0	984

Statistics
 Mean Speed(Average) : 26 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number In Pace : 592
 Percent in Pace : 60.2%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc

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City of Perris
7th Street
E/D Street
24 Hour Directional Speed Survey
Eastbound, Westbound

PER003
Site Code: 119-15125

Start Time	1	15	16	20	21	26	31	36	41	46	51	56	61	66	71	76	Total
03/17/15	1	15	1	20	0	1	1	40	0	0	0	0	0	0	0	0	5
01:00	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2
02:00	1	0	0	0	0	2	1	1	0	0	0	0	0	0	0	0	5
03:00	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	3
04:00	1	0	0	0	2	6	10	3	1	0	0	0	0	0	0	0	23
05:00	0	1	1	0	7	13	6	2	0	0	0	0	0	0	0	0	29
06:00	1	3	3	7	7	15	13	5	0	0	0	0	0	0	0	0	44
07:00	9	6	6	34	30	60	38	7	3	0	0	0	0	0	0	0	157
08:00	5	12	12	30	29	59	29	9	1	0	0	0	0	0	0	0	145
09:00	1	9	6	23	15	28	28	9	1	0	0	0	0	0	0	0	100
10:00	1	6	6	15	24	36	23	8	0	0	0	0	0	0	0	0	81
11:00	1	9	9	24	38	43	26	5	2	0	0	0	0	0	0	0	103
12 PM	3	2	2	29	38	43	38	13	1	0	0	0	0	0	0	0	138
13:00	4	12	12	41	29	55	38	15	1	0	0	0	0	0	0	0	154
14:00	7	19	19	41	41	35	16	9	0	0	0	0	0	0	0	0	127
15:00	12	20	20	55	55	74	27	10	0	0	0	0	0	0	0	0	198
16:00	8	12	12	43	43	55	25	3	1	0	0	0	0	0	0	0	147
17:00	15	23	23	54	54	48	16	3	0	1	0	0	0	0	0	0	160
18:00	6	20	20	42	42	30	15	3	0	1	0	0	0	0	0	0	117
19:00	5	10	10	22	22	30	9	2	0	0	0	0	0	0	0	0	78
20:00	2	9	9	15	15	18	11	2	1	0	0	0	0	0	0	0	59
21:00	0	2	2	9	9	13	14	3	1	0	0	0	0	0	0	0	42
22:00	2	3	3	6	6	6	5	2	1	0	0	0	0	0	0	0	28
23:00	0	1	1	4	4	2	1	0	0	0	0	0	0	0	0	0	8
Total	85	181	181	503	503	659	393	114	15	3	0	0	0	0	0	0	1953
Grand Total	85	181	181	503	503	659	393	114	15	3	0	0	0	0	0	0	1953

Statistics

- Mean Speed(Average) : 27 MPH
- 10 MPH Pace Speed : 21-30 MPH
- Number in Pace : 1162
- Percent in Pace : 59.5%
- Number of Vehicles > 55 MPH : 0
- Percent of Vehicles > 55 MPH : 0.0%
- 15th Percentile : 20 MPH
- 50th Percentile : 26 MPH
- 85th Percentile : 32 MPH
- 95th Percentile : 36 MPH

Counts Unlimited, Inc

PO Box 1178

Corona, CA 92878

Phone: 951-268-6268

email: counts@countsunlimited.com

PER004
Site Code: 119-15125

City of Perris
7th Street
W/ D Street
24 Hour Directional Speed Survey
Eastbound

Start Time	1	15	16	20	21	26	31	36	41	46	51	56	61	66	71	76	Total
03/17/15	1	15	16	20	21	26	31	36	41	46	51	56	61	66	71	76	
01:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
04:00	11	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00	20	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	15
06:00	17	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21
07:00	84	17	2	0	0	0	0	0	0	0	0	0	0	0	0	0	26
08:00	86	14	1	0	0	0	0	0	0	0	0	0	0	0	0	0	103
09:00	55	14	2	0	0	0	0	0	0	0	0	0	0	0	0	0	101
10:00	31	14	1	0	0	0	0	0	0	0	0	0	0	0	0	0	71
11:00	37	12	1	0	0	0	0	0	0	0	0	0	0	0	0	0	47
12 PM	53	20	1	0	0	0	0	0	0	0	0	0	0	0	0	0	50
13:00	81	24	1	0	0	0	0	0	0	0	0	0	0	0	0	0	74
14:00	67	16	1	0	0	0	0	0	0	0	0	0	0	0	0	0	106
15:00	70	33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84
16:00	74	21	1	0	0	0	0	0	0	0	0	0	0	0	0	0	104
17:00	77	24	1	0	0	0	0	0	0	0	0	0	0	0	0	0	96
18:00	46	15	1	0	0	0	0	0	0	0	0	0	0	0	0	0	102
19:00	35	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	62
20:00	21	13	2	0	0	0	0	0	0	0	0	0	0	0	0	0	41
21:00	15	7	3	0	0	0	0	0	0	0	0	0	0	0	0	0	36
22:00	11	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25
23:00	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14
Total	897	273	18	2	18	2	0	0	0	0	0	0	0	0	0	0	1190
Grand Total	897	273	18	2	18	2	0	0	0	0	0	0	0	0	0	0	1190

15th Percentile : 2 MPH
50th Percentile : 9 MPH
85th Percentile : 17 MPH
95th Percentile : 19 MPH

Statistics
Mean Speed(Average) : 11 MPH
10 MPH Pace Speed : 6-15 MPH
Number in Pace : 598
Percent in Pace : 50.3%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

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PER004
 Site Code: 119-15125

City of Perris
 7th Street
 W/ D Street
 24 Hour Directional Speed Survey
 Westbound

Start Time	1	15	20	21	26	31	36	41	46	51	56	61	66	71	76	Total
03/17/15	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	4
01:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	2	1	1	2	0	0	0	0	0	0	0	0	0	0	0	5
05:00	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
06:00	7	2	2	3	0	0	0	0	0	0	0	0	0	0	0	12
07:00	31	32	9	9	0	0	0	0	0	0	0	0	0	0	0	72
08:00	42	13	3	3	0	0	0	0	0	0	0	0	0	0	0	58
09:00	20	14	4	4	0	0	0	0	0	0	0	0	0	0	0	38
10:00	20	13	2	6	0	0	0	0	0	0	0	0	0	0	0	39
11:00	31	23	3	3	0	0	0	0	0	0	0	0	0	0	0	57
12:PM	39	37	11	11	0	0	0	0	0	0	0	0	0	0	0	87
13:00	40	37	8	8	1	0	0	0	0	0	0	0	0	0	0	86
14:00	39	16	4	4	0	0	0	0	0	0	0	0	0	0	0	59
15:00	61	38	5	5	1	0	0	0	0	0	0	0	0	0	0	105
16:00	38	26	3	3	1	0	0	0	0	0	0	0	0	0	0	68
17:00	48	25	4	4	1	0	0	0	0	0	0	0	0	0	0	78
18:00	36	18	6	6	0	0	0	0	0	0	0	0	0	0	0	60
19:00	28	14	2	2	0	0	0	0	0	0	0	0	0	0	0	44
20:00	25	11	1	1	1	0	0	0	0	0	0	0	0	0	0	38
21:00	12	11	2	2	2	0	0	0	0	0	0	0	0	0	0	27
22:00	11	2	1	1	0	0	0	0	0	0	0	0	0	0	0	14
23:00	3	2	1	1	0	0	0	0	0	0	0	0	0	0	0	6
Total	543	338	78	78	7	0	0	0	0	0	0	0	0	0	0	966
Grand Total	543	338	78	78	7	0	0	0	0	0	0	0	0	0	0	966

Statistics

- 15th Percentile : 4 MPH
- 50th Percentile : 13 MPH
- 85th Percentile : 19 MPH
- 95th Percentile : 22 MPH
- Mean Speed(Average) : 13 MPH
- 10 MPH Pace Speed : 11-20 MPH
- Number in Pace : 519
- Percent in Pace : 53.7%
- Number of Vehicles > 55 MPH : 0
- Percent of Vehicles > 55 MPH : 0.0%

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PER004
 Site Code: 119-15125

City of Perris
 7th Street
 W/D Street
 24 Hour Directional Speed Survey
 Eastbound, Westbound

Start Time	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	Total
03/17/15	4	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
01:00	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
02:00	2	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
03:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00	13	5	5	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20
05:00	25	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26
06:00	24	11	11	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38
07:00	115	49	11	11	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	175
08:00	128	27	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	159
09:00	75	28	6	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	109
10:00	51	27	7	7	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	86
11:00	68	35	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	107
12:PM	92	57	12	12	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	161
13:00	121	61	9	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	192
14:00	106	32	5	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	143
15:00	131	71	5	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	209
16:00	112	47	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164
17:00	125	49	5	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	180
18:00	82	33	7	7	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	122
19:00	63	20	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	85
20:00	46	24	3	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74
21:00	27	18	5	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
22:00	22	5	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
23:00	6	4	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11
Total	1440	611	96	96	96	0	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2156
Grand Total	1440	611	96	96	96	0	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2156

Statistics

- 15th Percentile: 3 MPH
- 50th Percentile: 11 MPH
- 85th Percentile: 18 MPH
- 95th Percentile: 19 MPH
- Mean Speed(Average): 12 MPH
- 10 MPH Pace Speed: 11-20 MPH
- Number in Pace: 1091
- Percent in Pace: 50.6%
- Number of Vehicles > 55 MPH: 0
- Percent of Vehicles > 55 MPH: 0.0%

CITY COUNCIL/REDEVELOPMENT AGENCY
AGENDA SUBMITTAL

Meeting Date: April 14, 2015

SUBJECT: Award of Bid to New Millennium Construction Services
(NMCS) for Senior Center Renovation Phase II Project

REQUESTED ACTION: That the City Council award a contract to NMCS for a total bid of \$49,890 for the Senior Center Renovation Phase II Project.

CONTACT: Darren Madkin, Deputy City Manager *DM*

BACKGROUND:

The City Council previously approved Community Development Block Grant (CDBG) budget for the Senior Center Renovation Phase II Project, located at 100 N "D" Street, and allocated sufficient funds in CDBG funding for construction. Staff retained the services of Studio 3 Architects to prepare construction drawings. The project consists of interior remodeling of the Senior Center Lounge area and consists of removing and replacing interior walls, ceilings, windows, doors, flooring, cabinets, wood panels, electrical and lighting, and miscellaneous related improvements. The project was let out for public bid in March 2015. The City Clerk opened sealed bids from a total of 3 bidders on April 2, 2015, with bids ranging from a low of \$49,890 to the highest bid at \$59,000; with one Non-Responsive bid as are shown in the attached bid summary. The low bid of \$49,890 was submitted by New Millennium Construction Services (NMCS). References provided by NMCS were contacted and the contractor's work was found to be satisfactory. It is recommended that the City Council award the bid to NMCS for a total bid of \$49,890.

BUDGET (or FISCAL) IMPACT: Funding for the Senior Center Renovation Phase II Project is included in the Fiscal Year 2014-2015 CDBG budget. There are sufficient funds available in CDBG funding for construction of this project.

Reviewed by:

City Attorney _____

Assistant City Manager *RC*

Attachments – Bid Summary

Consent: X

Public Hearing:

Business Item:

**CITY OF PERRIS
 BID OPENING LOG SHEET**

BID OPENING DATE: April 2, 2015 at 2:00 p.m.

PROJECT DESCRIPTION: Senior Center Improvements Project

	<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>BID BOND</u>
1	New Millennium Construction	\$49,890.00	Y
2	Dependable Construction Inc.	\$59,000.00	Y
3	D'Ybanag Construction Company	Non-Responsive	
4			
5			
6			
7			
8			
9			
10			
11			

Bid Officer: Judy Haughney, Records Clerk

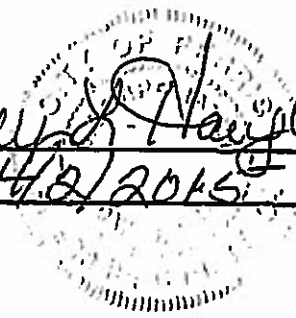
Witnesses: Monica Martinez
 Azita Fakoorbayat

Signed:

Judy Haughney

Dated:

4/2/2015



CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: April 14, 2015

SUBJECT: **Approval of CFD Agreement and Land Transfer Agreement with Perris Group, LLC.**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING AN AGREEMENT WITH PERRIS GROUP, LLC PROVIDING FOR THE PAYMENT AND WAIVER OF CERTAIN SPECIAL TAXES AND THE EXECUTION OF A LAND TRANSFER AGREEMENT IN CONNECTION WITH REVENUE AND TAXATION CODE SECTION 3698.5(A).

APN No's 305-080-044, 047, 048, 049, 061, and 062 and if acquired APN No. 305-080-046

CONTACT: Eric Dunn, City Attorney

Background/Discussion:

The Perris Spectrum Shopping Center is part of CFD 91-1. CFD 91-1 has always had a high special delinquency rate in the District because of the fact that developed property and undeveloped property are taxed at the same rate. Perris Group LLC has acquired (or is trying to acquire) certain property with high delinquencies in the CFD and is working with planning to submit an application for an approximately 222 unit apartment project on the Property. In order to build the project, certain property owners in the CFD will need to release Perris Group from the shopping center covenants recorded against the property, which is a precondition to the items contemplated by the CFD Agreement. The City and Perris Group, LLC have been negotiating with respect to the delinquent taxes on the property. Perris Group is going to pay the City between \$500,000 and \$1.2 Million toward the delinquent taxes to pay down the principal balance of the bonds within CFD 91-1. This pay-down will happen concurrently with a refinance of the District if the refinancing takes place but will also happen if the refinancing does not take place. The City is currently negotiating a waiver of ad valorem County taxes owed to the County and, depending on the outcome and amount required by the County, the remaining moneys (up to \$700k) will also be used to pay down the 91-1 Bonds. The City/ CFD is agreeing to forgive the remaining back special taxes and penalties.

Perris Group, and the developer JD Pierce is currently working on the development of a 222 unit multifamily complex on the property. The design will include 1, 2 and 3 bedroom apartment homes all with garages. It will include a recreation component with a community building, swimming pool, spa, picnic areas, tot lot equipment, and a dog park. The overall density of the project is expected to be 14

units per acre. The project will have entries at Barrett Avenue and Perris Boulevard with nearby freeway access to the 215. The necessary infrastructure, including streets, storm drain, sewer, water and dry utilities all currently exist on the project site. It is anticipated the project will be considered by the city in the summer of 2015 and project construction would begin in 2016 with an opening date in late 2016 or early 2017.

In order to facilitate the transaction, the attached CFD Agreement and the Land Transfer Agreement provide for the terms of the transaction. The resolution authorizes the Mayor or City Manager to sign the agreement, and authorizes them to make such adjustments as may be necessary to facilitate the transaction. Staff believes this transaction will help stabilize the District and prevent future bond defaults by encouraging the current development of these parcels.

Budget (or Fiscal) Impact:

All costs are being paid from the CFD as an administrative expense. No general fund moneys are being used.

Reviewed by:

City Attorney X

Assistant City Manager X *De*

Attachments: CFD Agreement, and exhibits Land Transfer Agreement, Delinquency Sheet
Proposed Project Site Map and Photographs of other JD Pierce Projects

Consent: X

Public Hearing:

Business Item:

Other:

RESOLUTION NO. ____ (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING AN AGREEMENT WITH PERRIS GROUP, LLC PROVIDING FOR THE PAYMENT AND WAIVER OF CERTAIN SPECIAL TAXES AND THE EXECUTION OF A LAND TRANSFER AGREEMENT IN CONNECTION WITH REVENUE AND TAXATION CODE SECTION 3698.5(A).

WHEREAS, Perris Group, LLC, a California limited liability company (“Owner”) has acquired or is in the process of acquiring certain undeveloped parcels of land comprised of Assessor Parcel Nos. 305-080-044, 046, 047, 048, 049, 061 and 062 (“Property”) which is located within CFD No. 91-1 (“Original District”); and

WHEREAS, Owner acquired the Property at the time when it was delinquent as to both the special taxes under the Original District as well as ad valorem real property taxes making the Property uneconomical for development; and

WHEREAS, the Original District is not currently in default to the bondholders and all bond payments have been paid to date; and

WHEREAS, the City is in the process of refinancing the Original District pursuant to CFD District No. 2014-2 (“New District”); and

WHEREAS, Owner intends to apply for project approvals to develop the Property as an apartment project consisting of approximately 222 units (“New Project”) which will be required to pay taxes in the New District once developed as well as generating other revenue to the City; and

WHEREAS, Owner has requested that certain special taxes be waived under the Original District as well as the removal of delinquent ad valorem taxes from the Property; and

WHEREAS, Owner, Original District and the City have agreed to waive the delinquent special taxes and to cause the removal of the delinquent ad valorem taxes on the Property pursuant to the terms specified in an agreement entitled CFD Agreement and the payment of certain funds by Owner to pay down a portion of the bonds of the Original District (“CFD Agreement”); and

WHEREAS, the CFD Agreement also provides authority to the City Manager or his designee authority to execute documents on behalf of the City to effect the transaction contemplated therein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, for itself and as legislative body of CFD No. 91-1 (Perris Valley Spectrum) of the City of

Perris, does resolve as follows:

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

Section 2. The City Council finds, based upon the information contained within the staff report and accompanying attachments that the CFD Agreement is in the best interests of the City and will encourage development in the CFD and improve the special tax situation. The CFD agreement will assist in implementing development of the property, and avoiding bond defaults in the future.

Section 3. The City Council hereby approves CFD Agreement in the form on file with the City Clerk based on the information and findings presented in the staff report and supporting exhibits.

Section 4. The City Council hereby authorizes the Mayor, City Manager or his designee to execute documents on behalf of the City as specified in the CFD Agreement. The Mayor or City Manager may make such changes to the CFD Agreement and its exhibits as is necessary to effectuate the transaction.

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 Resolution and the City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this __ day of April, 2015.

Daryl R. Busch, Mayor

ATTEST:

Nancy Salazar, City Clerk
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

I, Nancy Salazar, City Clerk of the City of Perris do hereby certify that the foregoing Resolution Number ____ was duly and regularly adopted by the City Council of the City

of Perris at a regular meeting thereof held on the ___ day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Nancy Salazar, City Clerk

**Attachments: Exhibit A - Planning Division and Engineering Department (revised)
Conditions of Approval**

CFD AGREEMENT

by and among

City of Perris,

Community Facilities District No. 91-1 (Perris Valley Spectrum)
of the City of Perris,

and

Perris Group LLC,

Dated as of April __, 2015

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EXHIBIT B	DELINQUENCY REPORT	
EXHIBIT C	LAND TRANSFER AGREEMENT	

CFD AGREEMENT

THIS CFD AGREEMENT ("**Agreement**") is made and entered into as of this ____ day of April, 2015, by and among the CITY OF PERRIS, a municipal corporation ("**City**"), the CITY OF PERRIS for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 91-1 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS ("**CFD No. 91-1**") and PERRIS GROUP LLC, a California limited liability company ("**Owner**"). Capitalized terms that are used in this Agreement shall have the meanings set forth in Article I.

RECITALS

A. Owner owns that certain real property located within CFD No. 91-1 that is further described on Exhibit A and identified as APN No's 305-080-044, 047, 048, 049, 061, and 062 ("**Acquired Property**"). Owner is also acquiring additional property within the CFD No. 91-1 that is described on Exhibit A-1 and identified as APN No. 305-080-046 ("**Additional Property**"). The Acquired Property and Additional Property are collectively referred to herein as the "**Property**," but only if the Additional Property is in fact acquired by Owner (whether before or after Effective Date), otherwise the Property shall mean just the Acquired Property.

B. Payment of special taxes levied by CFD No. 91-1 on the Property is delinquent as evidenced by a lien on the Property within CFD No. 91-1. The delinquency report for the Property as of May 1, 2015 is attached hereto as Exhibit B.

C. Due to the delinquencies on the Property and pursuant to its covenants with the Bondholders, the City, on behalf of CFD No. 91-1, instituted foreclosure proceedings against all or some of the Property. The foreclosure proceedings are evidenced by the complaint to foreclose, case number RIC 531618, filed on July 21, 2009 in the Superior Court of Riverside County ("**Foreclosure Proceeding**"). As part of the Foreclosure Proceeding, the City also recorded a *lis pendens* against the Property (Instrument No. 2010-0021528, recorded on March 23, 2012 in the Official Records of Riverside County) ("**Lis Pendens**").

D. Although a number of owners of the Other Property are also in default, currently CFD No. 91-1 is not in default to the Bondholders.

E. Under recorded CC&R's to which the Property is subject (the "**CC&R's**"), development of the Property is restricted to retail development. Owner proposes to develop the Property for approximately 222 apartment units provided that it is economically feasible ("**Proposed Project**"). Owner requires that the owners of adjacent properties subject to the CC&Rs consent to the amendment of the CC&Rs or otherwise agree to permit the Proposed Project.

F. The Proposed Project will require a general plan amendment, zone change, parcel map, development plan approval and certain other development approvals ("**Entitlements**").

G. Currently the City is in the process of refinancing CFD No. 91-1 through the New CFD No. 2014-2 which will, among other things, lower the interest rate and provide a new tax formula. The purpose of the New CFD No. 2014-1 and the waivers under this Agreement is to encourage development of the property within CFD No. 91-1 (including the Property) and assist in repaying the Bondholders without the need for foreclosure.

H. Pursuant to this Agreement, City, CFD No. 91-1 and Owner desire to effect a transaction for their mutual benefit.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals and the terms and conditions herein set forth, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

"Acknowledgment of Full Satisfaction of Judgment" means the Acknowledgment of Full Satisfaction of Judgment executed by the City to evidence the satisfaction of any judgment of foreclosure on the Property obtained by the City and CFD No. 91-1.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 *et seq.* of the California Government Code.

"Bondholders" means the holders of the Bonds.

"Bonds" means the outstanding Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris 1991 Special Tax Bonds under the Administration Agreement.

"Agreement" means this CFD Agreement by and between the City, CFD No. 91-1 and the Owner.

"CC&R Amendment" has the meaning in Section 3.1.b.

"CC&Rs" mean the Declaration of Covenants, Conditions and Restrictions recorded August 28, 1991 as Instrument No. 299079 of Official Records of Riverside County, which currently encumber the Property and adjoining properties.

"CFD No. 91-1" means the Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris which was adopted by Resolution No. 1913 on January

28, 1991 which issued bonds totaling Eight Million Ten Thousand Dollars (\$8,010,000) of which Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000) remain outstanding.

"City" means the City of Perris, California.

"City Council" means the City Council of the City.

"Claims" has the meaning set forth in Section 8.3

"County" means the County of Riverside, California.

"County Waiver" has the meaning set forth in Section 5.1.

"County Waiver Amount" means the amount waived by the County in accordance with Section 5.2.

"County Waiver Notice" has the meaning set forth in Section 5.2.

"Delinquencies and Penalties" means the amount of delinquencies in the payment of the special taxes on the Property ("**Special Tax Delinquencies**") and the amount of interest and penalties on the Special Tax Delinquencies (collectively "**Penalty Delinquencies**"), including the Special Tax Delinquencies, and Penalty Delinquencies set forth on Exhibit B plus (i) any Special Tax Delinquencies and Penalty Delinquencies for Fiscal Year 2014-2015 not set forth in Exhibit B and (ii) any Penalty Delinquencies from the date of the delinquency report.

"DOF" means the California Department of Finance.

"DOF Approval" means the written approval of the DOF of the transfer of the pledge obligation from CFD No. 91-1 to the New CFD No. 2014-2.

"Existing Owners" mean Owner and the owners of the Other Property.

"Effective Date" means the date that this Agreement is approved by the City Council (on behalf of the City and CFD No. 91-1) and executed and delivered by the Parties together with the City's receipt of the Initial Payment.

"Entitlements" has the meaning set forth in Recital E.

"Initial Payment" has the meaning set forth in Section 2.1.a.

"Foreclosure Proceeding" has the meaning set forth in Recital C.

"Lis Pendens" has the meaning set forth in Recital C.

"New Bond Issue Date" shall mean the date that the new bonds under New CFD No. 2014-2 are issued.

"New CFD No. 2014-2" means the Community Facilities District No. 2014-2 (Perris Valley Spectrum) approved by (i) the City Council on _____, 2014 pursuant to Resolution No. ____; and (ii) the City Council as Legislative Body of CFD No. 91-1 on _____, 2014 pursuant to Resolution No. _____. Pursuant to Resolution No. _____, the Successor Agency to the Former Redevelopment Agency of the City of Perris approved the transfer of the pledge obligation from CFD No. 91-1 to New CFD No. 2014-2.

"Notice of Cessation of Special Tax" means a Notice of Cessation of Special Tax to be recorded against the Property extinguishing the lien of CFD No. 91-1 from the Property pursuant to Section 53330.5 of the Act.

"Notice of Special Tax" means the notice of special tax with respect to the New CFD No. 2014-2 pursuant to the Act.

"Notice of Withdrawal of Lis Pendens" means the document executed by the City that withdraws the Lis Pendens recorded against the Property in connection with the Foreclosure Proceeding.

"Option to Terminate" has the meaning set forth in Section 7.1.b.

"Other Property" means the real property within CFD No. 91-1 that is not owned by the Owner.

"Outside CC&R Amendment Date" has the meaning set forth in Section 3.1.b.

"Owner" means Perris Group LLC, a California limited liability company.

"Parties" means all of the City, CFD No. 91-1 and Owner.

"Party" means any of the City, CFD No. 91-1 or the Owner, as applicable.

"Payoff Amount" means the amount required to redeem the Bonds on _____, 2015.

"Property" has the meaning set forth in Recital A.

"Proposed Project" has the meaning set forth in Recital E.

"Proposed Project Plan" has the meaning set forth in Section 3.1.

"Release Documents" means, collectively, the Request for Dismissal With Prejudice, the Notice of Cessation of Special Tax, the Notice of Withdrawal of Lis Pendens, and, if required, the Acknowledgment of Full Satisfaction of Judgment to the extent applicable to the Property.

"Remaining Payment" has the meaning in Section 2.1.b.

“Request for Dismissal With Prejudice” means the request to dismiss with prejudice the Foreclosure Proceeding against the Owner to the Foreclosure Proceeding applicable to the Property executed by the City.

“Special Election” means the special election authorized by the City Council for the approval of the New CFD No. 2014-2.

“Special Taxes” means the special taxes levied by and collected within CFD No. 91-1.

“State” means the State of California.

“Stipulated Judgment” has the meaning set forth in Section 8.1.

“Transfer Agreement” means the Land Transfer Agreement attached as Exhibit C and as summarized in Section 5.4.

“Waiver Amount” has the meaning set forth in Section 5.2.

ARTICLE II

OWNER’S MONETARY OBLIGATIONS

Section 2.1 Owner’s Payment. Owner agrees to deliver the sum of Five Hundred Thousand Dollars (\$500,000) to the City (“**Owner’s Payment**”) which shall be paid as follows:

- a. Owner shall deliver the sum of Fifty Thousand Dollars (\$50,000) on or before the Effective Date (“**Initial Payment**”).
- b. Owner shall deliver the sum of Four Hundred Fifty Thousand Dollars (\$450,000) to the City on the last to occur of (i) twenty (20) calendar days after the Special Election for CFD No. 2014-2, (ii) the approval of the bond resolution by the City Council for the refunding bonds to be issued by CFD No. 2014-2 if refunding bonds are to be issued for CFD No. 2014-2, or (iii) such other time as approved by the City (“**Remaining Payment**”).

Section 2.2 Waiver Amount. Owner shall pay the Waiver Amount to the City in accordance with Section 5.2.

Section 2.3 Good Funds. All funds to be delivered by Owner under this Agreement must be “good funds” which means a wire transfer of funds, cashier’s or certified check drawn on or issued by the offices of a financial institution located in the State of California.

Section 2.4 Use of Funds. All funds delivered to the City under this Article II and Article V shall be held in trust by the City and used as follows:

- a. **Issuance of New CFD No. 2014-2.** Upon the issuance of the refunding bonds by New CFD No. 2014-2, the Owner's Payment shall be used to pay down the existing principal balance of the Bonds.
- b. **Failure of New CFD No. 2014-2.** If the New CFD No. 2014-2 fails to occur for any reason and this Agreement is not terminated as provided under Article VII, the Owner's Payment shall be used by the City to pay down the existing balance of the Bonds.
- c. **Waiver Amount.** If the County Waiver is obtained and the waiver of delinquent ad valorem taxes is accomplished in accordance with the Transfer Agreement, the City shall use the Waiver Amount paid to the City to pay down the principal of the Bonds.

ARTICLE III

PROPOSED PROJECT PLAN

Section 3.1 Proposed Project Plan & CC&R Amendment.

(a) **Proposed Project Plan.** Commencing on the Effective Date, Owner shall promptly prepare a plan for the Proposed Project ("**Proposed Project Plan**") and submit same to the City for review and approval.

(b) **CC&R Amendment.** As of the Effective Date, the Property is restricted under the CC&Rs for retail development. Accordingly, the owners of the adjacent properties subject to the CC&Rs must approve an amendment to the CC&Rs to permit the Proposed Project Plan ("**CC&R Amendment**"). If the CC&R Amendment is not approved by the adjacent property owners on or before 20 days following the Special Tax Election on April 14, 2015, Owner may request in writing an extension of such date which may be granted by the City in its discretion in writing. If the City does not approve Owner's request within three (3) business days from receipt of such request, City shall be deemed to have disapproved Owner's request for an extension. If the CC&RS Amendment is not obtained by Owner in the time specified above as may be extended by the City ("**Outside CC&R Amendment Date**"), Owner shall have the option to terminate this Agreement in accordance with Section 7.1.b.

Section 3.2 Processing Entitlements. Commencing upon preliminary approval of the Proposed Project Plan by the City staff, Owner shall promptly and diligently apply for all Entitlements for the Property at its sole cost and expense including payment of all standard municipal fees and costs as such fees and costs may be modified by the City.

Section 3.3 City Cooperation.

- a. **Adjacent Property Owners.** The City shall assist in discussions with adjacent property owners for their approval of the Proposed Project Plan and the CC&R Amendment which amendment must be secured on or before April 14, 2015.
- b. **Processing.** The City shall process the applicable applications for the Entitlements in an expeditious manner and otherwise cooperate with Owner to effect the Proposed Project Plan.
- c. **No Waiver.** **NOTHING HEREIN SHALL BE CONSTRUED AS A COMMITMENT OF THE CITY TO PROVIDE ANY APPROVALS AND/OR WAIVERS WHICH REQUIRED A PUBLIC HEARING AND DISCRETIONARY REVIEW AND APPROVAL BY PLANNING COMMISSION AND/OR THE CITY COUNCIL.**

ARTICLE IV

NEW CFD NO. 2014-2

Section 4.1 New CFD No. 2014-2. City has formed New CFD No. 2014-2 to repay entirely the Bonds issued under CFD No. 91-1 which (i) shall not exceed the sum of Four Million Dollars (\$4,000,000); (ii) will lower the interest rate; (iii) shall be for a term equal to the balance of the remaining term as the CFD No. 91-1; and (iv) shall provide a new tax formula that provides that assessments shall commence upon development of the property within the new district. The City Council is scheduled to conduct the special election on April 14, 2015 for the owners of the Other Property to approve the New CFD No. 2014-2 ("**Special Election**"). The City shall mail the ballots for the Special Election to the Existing Owners in a timely manner.

If the New CFD No. 2014-2 is approved in the Special Election, the City Council will, subject to its discretionary approval, vote to adopt an ordinance authorizing the New CFD No. 2014-2 district and to endeavor to issue the bonds by July 31, 2015.

Section 4.2 DOF Approval. The Parties understand and agree that the New CFD No. 2014-2 is conditioned upon the DOF Approval being obtained for the pledge agreement to the refunding bonds by CFD No. 2014-2 by April 30, 2014.

Section 4.3 Non Approval of New CFD No. 2014-2. If the Special Election does not approve special taxes and/or bonds in the New CFD No. 2014-2 are not obtained as specified in this Agreement, Owner understands and agrees that:

- a. City will use the Owner's Payment and Waiver Amount (if any) to the extent paid to the City to pay down the principal on the Bonds; and,

- b. Owner will thereafter be responsible for payment of all obligations under CFD No. 91-1 applicable to the Property commencing with the tax payments due in November 2015.

Section 4.4 No DOF Approval. If the DOF Approval is not obtained in the time specified in Section 4.2, the City will not issue refunding bonds with respect to New CFD No. 2014-2 and CFD No. 91-1 and the Bonds will remain in place. In such event, Owner's Payment and Wavier Amount (if any) shall be applied in accordance with Section 2.4.b and Section 4.3 and commencing with the November 2015 payment, Owner shall be responsible for all Special Tax payments in connection with CFD No. 91-1.

Section 4.5 Owner's Obligations under New CFD No. 2014-2. Upon approval of New CFD No. 2014-2 and implementation of the New CFD No. 2014-2, Owner shall be responsible for payment of any and all obligations under New CFD No. 2014-2 applicable to the Property as they become due.

ARTICLE V

COUNTY WAIVER

Section 5.1 County Waiver. In accordance with the Transfer Agreement, City shall use its best efforts to seek a waiver from the County with respect to ad valorem taxes on the Property in accordance with Revenue & Taxation Code 4986.3 ("**County Waiver**"). The Parties shall diligently attempt to secure the County Waiver in accordance with the time specified in the Transfer Agreement.

Section 5.2 County Waiver Notice & Payment. If the County Waiver is secured by the City, City shall notify Owner in writing ("**County Waiver Notice**") that the County Waiver has been secured and the amount of the delinquent ad valorem taxes on the Property waived by the County ("**Waiver Amount**"). In accordance with the Transfer Agreement, Owner shall deliver to the Escrow Holder an amount equal to the Waiver Amount which, after close of Escrow, the City shall use the Waiver Amount paid to the City in accordance with Section 2.4.c.

Section 5.3 Cooperation with County Waiver. Owner shall reasonably cooperate, at no out of pocket cost to Owner, with the City's request for the County Waiver under Section 5.1.

Section 5.4 Special Process. As of the Effective Date, the Parties shall execute the Transfer Agreement attached as Exhibit C ("**Transfer Agreement**") which provides that the Parties shall cooperate to effect a removal of the waived delinquent ad valorem taxes from the Property in accordance with Revenue & Tax Code 4986.3 which requires a transfer of fee title to the Property to the City through an "in lieu of foreclosure" process with the City subsequently conveying fee title to the Property back to the Owner upon payment of an amount equal to the Waiver Amount. The Transfer Agreement specifies the allocation of title, escrow and closing fees between the Parties.

ARTICLE VI

CITY WAIVER OF CERTAIN TAXES

Section 6.1 City Waiver. As of the Effective Date, the City waives the amount of Penalty Delinquencies applicable to the Special Taxes affecting the Property which occurred prior to Owner's acquisition of each parcel comprising the Property. This waiver shall remain in effect notwithstanding termination of this Agreement or the enforcement of the Stipulated Judgment.

Section 6.2 Removal from Tax Rolls & Waiver. Upon the payment of the Remaining Payment to the City and expiration or waiver of the Option to Terminate as provided in Section 7.1b, City shall (i) remove from the tax rolls all Delinquencies and Penalties affecting the Property and (ii) waive all the Delinquencies and Penalties with respect to the Property. However, if the Remaining Payment is not paid to the City or the Option to Terminate is exercised as set forth in Section 7.1.b, the City shall not be obligated to remove and/or waive the Special Tax Delinquencies from the Property.

Section 6.3 Owner's Responsibilities.

- a. As of the Effective Date, Owner shall not be required to make any tax payments until the New CFD No. 2014-2 is implemented.
- b. If the New CFD No. 2014-2 is not implemented, Owner shall be responsible for all future payments under CFD No. 91-1 commencing with the November 2015 payment.

ARTICLE VII

TERMINATION OF AGREEMENT

Section 7.1 Option to Terminate.

- a. **City's Option.** If Owner does not make the payments required by Article II in the time and manner specified, the City has the option, in its sole discretion, to terminate this Agreement upon delivery of written notice to Owner.
- b. **Owner's Option.** If the CC&R Amendment is not approved by the adjacent property owners as provided in Section 3.1, Owner has the option, in its sole discretion, to terminate this Agreement and the Transfer Agreement upon delivery of written notice to the City within three (3) business days after expiration of the Outside CC&R Amendment Date ("**Option to Terminate**") in which event all payments made by Owner to the City under this Agreement shall be promptly returned to Owner, this Agreement and the Transfer Agreement shall terminate, and the City's

obligations under to waive the Special Tax Delinquencies in accordance with Section 6.2 shall be of no force and effect. If Owner does not exercise the Option to Terminate in the time and manner specified, the Option to Terminate shall be of no further force or effect and Owner shall be obligated to pay the Owner's Payment to the City.

Section 7.2 Termination of Agreement. If this Agreement is terminated, the City shall have the right to proceed with the Foreclosure Proceeding including filing the Stipulated Judgment and neither Owner, City nor CFD No. 91-1 shall have any further rights or obligations hereunder except as otherwise provided herein.

ARTICLE VIII

STIPULATED JUDGMENT AND RELEASE DOCUMENTS

Section 8.1 Stipulated Judgment. As of February 10, 2014, the court in the Foreclosure Proceeding entered a Judgment of Foreclosure Pursuant to Stipulation by all Parties ("**Stipulated Judgment**"). Said Stipulated Judgment authorizes the sale of the Property for the Delinquencies and Penalties, among other costs.

Section 8.2 Standstill on Foreclosure. Upon the Effective Date, the City and CFD No. 91-1 shall immediately suspend prosecution of the Foreclosure Proceeding and enforcement of the Stipulated Judgment, including, but not limited to, the withdrawal of any motions on file with the court and to extend any scheduled foreclosure sale of the Property.

Section 8.3 Release Documents.

- (a) Upon confirmation that the (i) New CFD No. 2014-2 is authorized and the bonds for same have been issued, and (ii) CFD No. 91-1 has been paid in full, the City shall, within thirty (30) days, the City shall record in the Official Records of Riverside County the original fully-executed and notarized Notice of Cessation of the Special Tax under CFD No. 91-1.
- (b) Sixty (60) days after delivery to the Remaining Payment to the City and the transfer of fee title to the Property to the City as provided in Section 5.4 , the City shall:
 - (i) File with the Superior Court of Riverside County the original fully-executed and notarized Acknowledgment of Full Satisfaction of Judgment, if a judgment is entered in the Foreclosure Proceeding.
 - (ii) File with the Superior Court of Riverside County the original fully-executed Request for Dismissal with Prejudice.
 - (iii) Record with the County Recorder of Riverside County the original fully-executed and notarized Notice of Withdrawal of Lis Pendens.

Upon recordation or filing of the foregoing documents, conformed copies of each of the recorded or filed documents evidencing the filing or recording information shall be sent to Owner.

ARTICLE IX

RELEASE OF OWNER

Section 9.1 Release of Owner. Following the filing and recording of the Release Documents pursuant to Section 8.3, each of the City and CFD No. 91-1 shall execute such documents as reasonably requested by the Owner releasing the Owner from any liability for the lien on the Property for CFD No. 91-1 and any delinquencies related thereto, but only to the extent the Release Documents do not satisfy such purposes as reasonably determined by Owner.

ARTICLE X

CITY MANAGER AUTHORITY

Section 10.1 Authority of City Manager. The City Manager is authorized to execute, in his/her discretion, reasonable extensions or changes to this Agreement to effectuate the purposes hereof as well as to grant any consent or approval required of the City hereunder.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.1 Representations, Warranties, and Covenants of the Owner. The Owner represents and warrants to, and covenants with each of the City and CFD No. 91-1 that:

(a) As of the Effective Date, Owner has not filed a petition or proceeding under the federal bankruptcy laws or any other applicable law of the United States of America or State of California and Owner has no intention to make any such filing.

(b) Owner is the record owner of the Property and has not transferred the Property to any other entity or person and shall not transfer the Property to any other entity or person so long as this Agreement is in effect except under the Transfer Agreement as specified in Article V.

Owner understands that the City and CFD No. 91-1 are relying on its representations in this Agreement.

Section 11.2 Governing Law and Venue. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of

California. Any litigation, judicial reference, or other proceeding arising out of this Agreement shall be initiated and conducted only in the County.

Section 11.3 Interpretation Guides. This Agreement shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against any Party on the premise that it was, or its attorneys were, responsible for drafting this Agreement or any provision herein. The captions and headings set forth herein are for convenience only and in no way establish, define or limit the scope or intent of any Article, Section, Subsection, Subdivision or other provision of this Agreement. Any reference herein to an Article, Section, Subsection, or Subdivision, unless specified otherwise, shall be a reference to an Article, Section, Subsection or Subdivision of this Agreement. When necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular.

Section 11.4 Entire Agreement. This Agreement and the Transfer Agreement (collectively the "**Agreements**") contain the entire agreement and understanding concerning the matters described in the Agreements, and these Agreements supersede and replace all prior negotiations and proposed agreements, written or oral, except as they are included in the Agreements. Each Party acknowledges that: (i) neither the other Party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of the Agreements; and (ii) the Agreements havenot been executed in reliance upon any promise, representation, or warranty not contained herein or therein.

Section 11.5 Severability. If any Article, Section, Subsection, Subdivision, paragraph, sentence, clause or phrase contained in this Agreement is held by a court of competent jurisdiction, to be illegal, null or void, the remaining Articles, Sections, Subsections, Subdivisions, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby. In such event, this Agreement shall continue in effect and shall be interpreted to the fullest extent possible considering the illegal, null or void language to effectuate the intent of the Parties.

Section 11.6 Waiver. The failure of any Party at any time to require a performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require performance at any time thereafter of the same or any other requirement set forth in this Agreement. The waiver of any breach of any provision of this Agreement by a Party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

Section 11.7 Legal Expenses. Each of the Parties will bear its own costs and legal expenses associated with the negotiation, execution, and performance of its obligations under the terms of this Agreement.

Section 11.8 Time Limits. Any time limit, time period, date by which any act or event is to have occurred, or date by which any condition is to have been satisfied, that is set forth in this Agreement may be extended by written agreement of the Parties. All

references in this Agreement to the performance of an act or occurrence of an event, or satisfaction of any condition, within a specific time limit or period, or by a specific date, if applicable because of an extension pursuant to this Section, shall be interpreted as allowing until the end of the extended period, or until the extended date, for the performance of such act, the occurrence of such event, or satisfaction of such condition. The last day of any time period which would otherwise be a Saturday, Sunday or legal holiday shall be the next following business day.

Section 11.9 Assignment. Owner shall have the right to assign its rights and obligations under this Agreement but only with the City's express written consent which shall be conditioned upon such assignee having acquired title to the Property and otherwise executes a document providing such assurances or assumptions as required by the City or the CFD No. 91-1. Any such authorized assignment must be in writing executed by the City and CFD No. 91-1 and shall have no force or effect with respect to this Agreement until the City receives a copy of the written assignment and has approved same in writing.

Section 11.10 Binding on Successors and Assigns. This Agreement shall be binding on the Parties and their respective duly authorized successors and assigns in accordance with Section 11.10. The City Council, acting as the legislative body of CFD No. 91-1, shall perform all obligations of this Agreement that require performance on the part of CFD No. 91-1.

Section 11.11 Binding Contract. The Parties acknowledge that this Agreement is fully enforceable against the Parties as a binding contract, and neither the City, CFD No. 91-1, nor the Owner will assert in any manner that it is acting in excess of its powers in entering into this Agreement.

Section 11.12 Represented By Counsel. The Parties hereto acknowledge they have been represented by counsel in the negotiation, drafting and execution of this Agreement.

Section 11.13 Recitals and Exhibits. The Recitals set forth herein and all Exhibits attached hereto or referenced herein are fully operative and effective provisions of this Agreement.

Section 11.14 Amendment. Except as provided herein, this Agreement may not be modified except by a writing duly approved, signed, and delivered by all Parties.

Section 11.15 Notices, Demands and Communication. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by telecopy, e-mail or reputable overnight courier (such as Federal Express) and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, four (4) business days after the date of posting by the United States post office, (iii) if given by fax, telecopy or e-mail, when sent, or (v) if sent by reputable

overnight courier (such as Federal Express), one (1) business day after deposit with the overnight delivery service. Any notice, request, demand, direction or other communication sent by e-mail or telecopy must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing. The addresses of the Owner, the City, and CFD No. 91-1 are as follows:

To City & CFD No. 91-1: City of Perris
101 North "D" Street
Perris, CA 92570
Attn: Ron Carr, Assistant City Manager
Telephone: (951) 943-6100
Fax: (951) 943-4246
e-mail: rcarr@cityofperris.org

To the Owner: Perris Group LLC
2222 Martin Street Suite 100
Irvine, CA 92612
Attention: J.D. Pierce
Telephone: 949-428-8440
Fax: _____
e-mail: jpierce@jdpierceco.com

Section 11.18 Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same instrument. Signatures may be by facsimile or pdf electronic signature.

Section 11.19 Authority to Execute. Each person signing this Agreement represents and warrants that he or she is legally entitled to enter into this Agreement, or has been authorized by appropriate action of the Party he or she represents to execute and thereby bind such Party to this Agreement.

Section 11.20. Exhibits. Exhibit A, B and C attached hereto are incorporated herein by reference.

Section 11.21. Owner's Non-Liability. As Owner is making a payment to the City, Owner will not be held liable or responsible for any liability in regard to this CFD Agreement and the Transfer Agreement, except for its obligations hereunder or thereunder.

Section 11.22 No Third Party Beneficiaries. Owner, City and CFD No. 91-1 agree that there are no third party beneficiaries to this Agreement.

Section 11.23 Not a Public Work. Owner, City and CFD No. 90-1 agree (i) that this Agreement shall not be defined as creating a "public work" for purposes of the California Prevailing Wage Law and (ii) that by reason of this Agreement no part of the Proposed Project is being funded in whole or in part through public funds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

CFD No. 91-1:

City of Perris, a municipal corporation
for and on behalf of COMMUNITY
FACILITIES DISTRICT NO. 91-1
(PERRIS VALLEY SPECTRUM) OF
THE CITY OF PERRIS

By: _____
Daryl Busch, Mayor

ATTEST:

Nancy Salazar, City Clerk

City:

City of Perris, a municipal corporation

By: _____
Daryl Busch, Mayor

ATTEST:

Nancy Salazar, City Clerk

Owner:

Perris Group LLC, a California limited
liability company

By: JDP Investment Company, Inc., a
California corporation , its
Manager

By: _____
Jennings D. Pierce, Jr., its
President

EXHIBIT "A"

LEGAL DESCRIPTIONS OF THE PROPERTY

The real property owned by Owner and subject to this Agreement is situated in the City of Perris, County of Riverside, State of California, and is described APN Nos. _____:

[TO BE COMPLETED PRIOR TO EXECUTION]

EXHIBIT "B"
DELINQUENCY REPORT

See Attached

Report for APN No. 305-080-046 will be attached if acquired

EXHIBIT "C"

LAND TRANSFER AGREEMENT

[TO BE ATTACHED PRIOR TO EXECUTION]

**LAND TRANSFER AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

by and among

CITY OF PERRIS

("City"),

PERRIS GROUP LLC

("Developer")

and

FIRST AMERICAN TITLE INSURANCE COMPANY

("Escrow Holder")

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EXHIBITS

Exhibit A	Initial Transfer Quitclaim Deed
Exhibit B	Retransfer Quitclaim Deed
Schedule 1	Delinquent Ad Valorem Taxes

LAND TRANSFER AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS LAND TRANSFER AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**"), dated as of _____, 2015 ("**Effective Date**"), is entered into by and among the CITY OF PERRIS, a municipal corporation ("**City**"), PERRIS GROUP LLC, a California limited liability company ("**Developer**") and FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation ("**Escrow Holder**").

RECITALS

A. In 1991, the City established Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris ("**District**") which issued bonds on April 18, 1991 ("**Bonds**") to finance certain public improvements benefiting the District. The Bonds are secured by special taxes levied within the District ("**Special Taxes**") together with pledges of tax increment revenue and sales tax revenue used to pay certain of the Special Taxes. The repayment of the Special Taxes is described in the rate and method of apportionment of the Special Tax.

B. Developer has acquired certain parcels of undeveloped land within the boundaries of the City of Perris and the District which are identified as Assessor Parcel Nos. 305-080-044-6, 305-080-047-9, 305-080-048-0, 305-080-049-1, 305-080-061-1, 305-080-062-2 and may acquire Assessor Parcel No. 305-080-046 (collectively, "**Parcels**").

C. The District has levied Special Taxes on the Parcels of which certain installments which accrued on or before the date of acquisition of title to the Parcels by Developer along with penalties and interest, are delinquent and owing as of the Effective Date ("**Delinquent Special Taxes**"). The City has commenced foreclosure against the Parcels to satisfy the outstanding Delinquent Special Taxes.

D. The Parcels are also subject to certain ad valorem taxes assessed by the County of Riverside ("**County**") against the Parcels along with penalties and interest are delinquent ("**Delinquent Ad Valorem Taxes**"). The amount of the Delinquent Ad Valorem Taxes is set forth on attached Schedule 1.

E. The Delinquent Special Taxes and Delinquent Ad Valorem Taxes constitute a significant financial burden on the Parcels and impair the economic viability of the Parcels for development.

F. In order to facilitate interest in development of the Parcels which will generate revenue to help meet the ongoing financial obligations of the City and the District, the District, the City and Developer have entered into that certain CFD Agreement dated _____, 2015 ("**CFD Agreement**") which provides, among other things, (i) relief of the Delinquent Special Taxes by refinancing the existing District, and (ii) relief from the Delinquent Ad Valorem Taxes pursuant to this Agreement.

G. The Parties have conferred with officials of the County of Riverside (“County”) to determine, what if any, relief may be obtained as to the Delinquent Ad Valorem Taxes. In this regard, the County has proposed to relieve such obligations but may only do so if the City is the fee owner at the time such relief is given in accordance with Revenue and Taxation Code Section 4986.3.

H. In order to facilitate relief of the Delinquent Ad Valorem Taxes, the City and the Developer have agreed that the City, with the full knowledge of the County, will acquire the Parcels in lieu of foreclosure proceeding taking title to the Parcels temporarily until such relief is either approved or denied, or as otherwise specified herein, and both the City and the Developer further resolve that the acquisition is in accordance with the requirements of Revenue and Taxation Code Section 4986.3.

I. Concurrently with the City Council's consideration of this Agreement, the City has considered whether the proposed financial considerations in this Agreement are subject to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), “CEQA Guidelines” (Title 14, California Code of Regulations Section 15000 et seq.) and the City's local guidelines promulgated thereunder. This Agreement addresses only financial considerations related to the Delinquent Ad Valorem Taxes and does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Therefore, pursuant to CEQA Guideline 15378(b), this Agreement is not a “project” requiring analysis under CEQA.

NOW, THEREFORE, the City and the Developer hereby agree as follows:

1. DEFINITIONS.

The defined terms and definitions related to this Agreement are set forth as follows.

“**Bonds**” is defined in Recital A.

“**Certificate of Acceptance**” means the certificate acknowledging that the City accepts the transfer of title in the Parcels to the City pursuant to the Initial Transfer Quitclaim Deed as set forth in Exhibit A.

“**CFD Agreement**” is defined in Recital F.

“**City**” means the City of Perris as further defined in Section 2.1.1.

“**City's Conditions Precedent**” is defined in Section 3.3.

“**City Waiver Payment**” means the Delinquent Ad Valorem Taxes less the County Waiver Payment.

“**County**” is defined in Recital G.

“**County Waiver Confirmation Notice**” means a written waiver issued by the County under Revenue and Taxation Code Section 4986.3 confirming the removal of the Delinquent Ad Valorem Taxes applicable to the Property from the County tax rolls.

"County Waiver Payment" means the payment to the County for the removal of the Delinquent Ad Valorem Taxes applicable to the Property from the County tax rolls.

"County Waiver Request" means a request from the City to the County requesting removal of Delinquent Ad Valorem Taxes from the tax assessor roll.

"Current Special Taxes" is defined in Recital C.

"Default" is defined in Section 8.1.

"Delinquent Ad Valorem Taxes" is defined in Recital D.

"Delinquent Special Taxes" is defined in Recital C as updated by the Schedule Update.

"Developer" means Perris Group LLC, as further defined in Section 2.1.2.

"Developer's Conditions Precedent" is defined in Section 3.4.

"District" is defined in Recital A.

"Effective Date" is the date of this Agreement as shown on Page 1.

"Escrow" means the escrow opened with Escrow Holder for the purposes of effecting the transactions contemplated by this Agreement.

"Escrow Fees and Costs" means all escrow fees, charges and costs, title insurance premiums, recording fees (as applicable), documentary transfer taxes (as applicable) and other customary fees and charges of Escrow Holder related to the Initial Transfer Closing and the Retransfer Closing.

"Escrow Holder" means First American Title Insurance Company.

"Initial Deposit" means the sum of Five Thousand Dollars (\$5,000) paid by Developer into Escrow as a deposit against Escrow Fees and Costs.

"Initial Transfer" is defined in Section 3.1.

"Initial Transfer Closing" means the date the Initial Transfer Quitclaim Deed is recorded in the Official Records.

"Initial Transfer Quitclaim Deed" means the quitclaim deed in the form of Exhibit A executed by Developer conveying title to the Parcels to the City at the Initial Transfer Closing.

"Official Records" means the Official Records of the County.

"Opening of Escrow" is defined in Section 3.2

"Outside Date" is defined in Section 4.1.

"Parcels" is defined in Recital B.

"Party" means the City or Developer, as applicable, and **"Parties"** means, jointly, the City and Developer.

"PTR" means a preliminary title report for the Parcels issued by the Title Company.

"Retransfer" is defined in Section 4.1.

"Retransfer Demand Notice" is defined in Section 4.2.

"Retransfer Closing" means the date the Retransfer Quitclaim Deed is recorded in the Official Records.

"Retransfer Quitclaim Deed" means the Quitclaim Deed in the form of Exhibit B executed by the City to retransfer title of the Parcels to Developer at the Retransfer Closing.

"Special Taxes" is defined in Recital A.

"Title Binder" is defined in Section 3.3.c.

"Title Company" means First American Title Insurance Company.

"Title Policy" is defined in Section 4.1.

2. SUBJECT OF AGREEMENT

2.1 Purpose of this Agreement. The purpose of this Agreement is to effectuate the transfer of title to the Parcels from Developer to the City in lieu of foreclosure proceedings in order to allow the County to relieve the Delinquent Ad Valorem Taxes from the Parcels followed by the retransfer of the Parcels to Developer as set forth herein. The Recitals are incorporated into this Agreement.

2.2 Parties to the Agreement.

2.1.1 City. City is a municipal corporation exercising governmental functions and powers and organized and existing under the laws of the State of California. The principal office and mailing address of the City for the purposes of this Agreement is the City of Perris, 101 North "D" Street, Perris, California 92507.

2.1.2 Developer. Developer is a limited liability company organized, existing and in good standing under the laws of the State of California. The principal office and mailing address of Developer for the purpose of this Agreement is 2222 Main Street Suite 100, Irvine, CA 92612. As used in this Agreement, the term "**Developer**" includes any assignee or successor to Developer permitted in this Agreement.

2.3 Relationship between City and Developer. The relationship between the City and Developer is neither a partnership nor a joint venture and the City and Developer shall not be deemed or construed for any purpose to be the agent of the other.

3. INITIAL TRANSFER OF THE PARCELS.

3.1 Initial Transfer. Developer agrees to convey to the City, and the City agrees to accept (as an accommodation) fee title to the Parcels pursuant to the Initial Transfer Quitclaim Deed to be recorded at the Initial Transfer Closing ("**Initial Transfer**").

3.2 Opening of Escrow. Escrow shall be deemed opened upon Escrow Holder's receipt of (i) a fully executed copy of this Agreement accepted by Escrow Holder, and (ii) receipt of the Initial Deposit from Developer.

3.3 City's Conditions Precedent to Initial Transfer Closing. The following are the City's conditions precedent to the Initial Transfer Closing ("**City's Conditions Precedent**"):

- a. Initial Transfer Quitclaim Deed.** Developer has deposited the fully executed Initial Transfer Quitclaim Deed and the Initial Deposit into Escrow.
- b. Escrow Fees and Costs.** Developer has deposited into Escrow any additional sums necessary to satisfy Developer's obligations hereunder in accordance with Section 5.2.
- c. Title Binder.** The Title Company shall issue a title binder for an ALTA non-extended Developer's title policy naming the City as the insured with coverage in the amount equal to the amount of the Delinquent Ad Valorem Taxes subject only to (i) non-delinquent ad valorem taxes; (ii) such exceptions as would have existed if the City had foreclosed on the Parcels; and (iii) other title exceptions approved by the City which shall not be unreasonably withheld ("**Title Binder**").
- d. No Default.** As of the Initial Transfer Closing, Developer is not in Default under this Agreement or the CFD Agreement.

The conditions set forth in this Section 3.3 are solely for the benefit of the City and may be waived only by the City. In the event that the conditions are not satisfied or waived, in whole or in part, by the City, in writing, on or before the Initial Transfer Closing, both Parties shall be released from any liabilities or obligations under this Agreement, this Agreement shall be deemed terminated, Escrow shall be cancelled, and the Initial Deposit less any applicable Escrow Fees and Costs pursuant to Section 5.2 shall be returned to Developer.

3.4 Developer's Conditions Precedent to the Initial Transfer Closing. The following are Developer's conditions precedent to the Initial Transfer Closing ("Developer's Conditions Precedent"):

a. Certificate of Acceptance. The City has deposited into Escrow a fully executed (i) Certificate of Acceptance to be attached to the Initial Transfer Quitclaim Deed; and (ii) Retransfer Quitclaim Deed.

b. County Waiver Request. City has deposited into Escrow the County Waiver Request.

c. No Default As of the Initial Transfer Closing, the City is not in Default under this Agreement or the CFD Agreement.

The conditions set forth in this Section 3.4 are solely for the benefit of Developer and may be waived only by Developer. In the event that the conditions are not satisfied or waived, in whole or in part, by the Developer, in writing, on or before the Initial Transfer Closing, both Parties shall be released from any liabilities or obligations under this Agreement, this Agreement shall be terminated, Escrow shall be cancelled, and the Initial Deposit less any applicable Escrow Fees and Costs pursuant to Section 5.2 shall be returned to Developer.

3.5 Developer Closing Deliveries. At least one (1) business day prior to the Initial Transfer Closing, Developer shall deliver or cause to be delivered to Escrow Holder the following:

a. The Initial Transfer Quitclaim Deed executed by Developer in recordable form;

b. Deposit with Escrow any additional amount necessary to pay Escrow Costs and Expenses in accordance with Section 5.2; and

c. Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

3.6 City Closing Deliveries. At least one (1) business day prior to Initial Transfer Closing, the City shall deliver or cause to be delivered to Escrow Holder the following:

a. The Certificate of Acceptance executed by the City in recordable form to be attached by Escrow Holder to the Initial Transfer Quitclaim Deed prior to recordation;

b. Retransfer Quitclaim Deed executed by the City in recordable form;

c. The County Waiver Request; and

d. Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

3.7 Initial Transfer Closing. Unless extended by the mutual written agreement of the Parties, the Initial Transfer Closing shall occur as soon as practicable after satisfaction of all the City's Conditions Precedent and Developer's Conditions Precedent.

Immediately following recordation of the Initial Transfer Quitclaim Deed, Escrow Holder shall deliver to the County: (i) a copy of the recorded Initial Transfer Quitclaim Deed; and (ii) the County Waiver Request.

3.8 Accommodation. City agrees to accept the Transfer Deed and title of the Parcels as an accommodation to facilitate this Agreement.

4. ABSOLUTE RIGHT TO RETRANSFER OF PARCELS.

4.1 Retransfer Closing. As soon as possible but in no event later than twenty (20) days after the Initial Transfer Closing ("**Outside Date**") unless extended pursuant to Section 4.4 and provided Escrow Holder has received (a) the County Waiver Confirmation Notice from the County, and (b) an amount equal to the Delinquent Ad Valorem Taxes from Developer, Escrow Holder shall promptly record the Retransfer Quitclaim Deed in the Official Records ("**Retransfer Closing**") provided (i) the Title Company will issue the ALTA non-extended owner's title insurance policy to Developer under the Title Binder showing title vested in Developer subject to only non-delinquent real property taxes, exceptions shown in the Title Binder and any other exceptions created by Developer ("**Title Policy**"); and (ii)(A) the City Waiver Payment is promptly released to the City and (B) the County Wavier Payment is promptly released to the County.

Developer shall not be required to deposit the amount equal to the Delinquent Ad Valorem Taxes with Escrow Holder until after Developer receives written confirmation of Escrow Holder's receipt of the County Waiver Confirmation Notice. However, in the event that the County requires the County Payment be paid to the County as a condition to its releasing the County Waiver Confirmation Notice, then Developer shall promptly deposit said sum into Escrow.

4.2 Developer's Right to Require Immediate Recordation. Any time after the Initial Transfer Closing, Developer may, in its sole discretion, elect in writing delivered to Escrow Holder and the City to (i) waive the requirements in Section 4.1 for Escrow Holder's receipt of the County Waiver Confirmation Notice and the issuance of the Title Policy, and (ii) demand that Escrow Holder immediately record the Retransfer Deed ("**Retransfer Demand Notice**"). Upon receipt of the Retransfer Demand Notice, Escrow Holder shall promptly record the Retransfer Deed in the Official Records and this Agreement shall automatically terminate whereupon (a) neither Developer nor City shall have any further obligations hereunder, and (b) the Delinquent Ad Valorem Taxes shall not be removed from the Property.

4.3 AS-IS Transfer. Developer agrees to accept the Retransfer Deed and title of the Parcels "AS IS" in their existing physical conditions without recourse or imposition of any liability whatsoever on the City. Developer acknowledges and agrees that no representation or warranty has been made to Developer by the City or any other person

concerning the Parcels, including, but not limited to, the condition of the Parcels in any respect as of the recordation of the Retransfer Deed.

4.4 Option to Extend Retransfer Closing. Upon written notice to the City and Escrow Holder prior to the Outside Date, Developer may, in its sole discretion, extend the Retransfer Closing for up to an additional thirty (30) days to allow for any delays in the closing of the Retransfer.

4.5 Possession. Upon recordation of the Retransfer Deed, Developer shall have exclusive possession of the Parcels.

5. ESCROW INSTRUCTIONS.

5.1 Escrow. Sections 1 through 5, inclusive, and 8 through 10, inclusive, of this Agreement constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, the Parties agree to execute Escrow Holder's standard escrow instructions. In the event of any such conflict, the provisions of this Agreement shall prevail as between Developer and the City. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. The Parties agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to effect each respective Closing.

5.2 Allocation of Escrow Fees and Costs.

(a) Transaction Completed with Delinquent Ad Valorem Taxes Removed: If the transaction is completed with the Ad Valorem Tax Delinquencies being removed from the Property, then Developer shall pay one-half of (i) any Escrow costs, (ii) closing costs for the Initial Transfer and the Retransfer, and (iii) any other costs which may be incurred by the County or the City directly associated with the Escrow or the transaction under this Agreement ("**Closing Costs**"). The City shall pay one-half (1/2) of the Closing Costs, which amount shall be deducted from the City Wavier Payment.

(b) Transaction Completed without Delinquent Ad Valorem Taxes Removed: If the transaction is completed without the Ad Valorem Tax Delinquencies being removed from the Property, then Developer shall pay all the Escrow and Closing Costs which shall be deducted from the Initial Deposit. .

5.3 Depository. All funds received in Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in the County.

5.4 Good Funds. All funds deposited in Escrow shall be in "good funds" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

5.5 Closing Statement. At least two (2) business days prior to each respective closing, Escrow Holder shall furnish the Parties with a preliminary Escrow closing statement which shall include each Party's respective shares of costs. The preliminary closing statement shall be approved in writing by the Parties. As soon as reasonably possible following each closing, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Representations and Warranties of Developer. Developer makes the following representations and warranties to the City, each of which is true in all respects as of the Effective Date and shall be true in all respects on the date of Initial Closing and the Retransfer Closing:

a. Formation and Existence. Developer is a California limited liability company duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted herein. Developer has full right, power and lawful authority to convey the Parcels.

b. Corporate Authorization. An corporate action on the part of the Developer necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Developer hereunder has been taken, and this Agreement constitutes valid and legally binding obligations of the Developer, enforceable in accordance with the terms hereof, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

c. Title. As of the Effective Date, Developer is seized of the Parcels in fee simple and is the lawful Developer of and has good indefeasible title to the Parcels.

d. Condition of Parcels. Developer shall have maintained the Parcels in such condition as existed as of the execution of this Agreement and shall continue to maintain the Parcels in such condition until the Retransfer.

e. Leases. There are no tenants or other persons who have a right to possess the Parcels or any portion thereof.

f. Litigation. Developer has no actual knowledge of any actions, suits, material claims, legal proceedings, or any other proceedings affecting the Parcels or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign (other than any pending matters relating to the Delinquent Ad Valorem Taxes and Delinquent Special Taxes) except the Foreclosure Action.

g. No Violation. Neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument which affects the Parcels.

h. No Conflict. Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

i. Governmental Compliance. Developer has not received any written notice from any governmental agency or authority alleging that the Parcels is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation. If any such written notice or notices are received by Developer following the date this Agreement is signed by the City, Developer shall, within ten (10) days of receipt of such notice notify the City; Developer then, at its option, may either elect to perform the work or take the necessary corrective action prior to the Initial Transfer Closing or refuse to do so, in which case Developer shall notify the City of such refusal and the City shall be entitled to either close Escrow with knowledge of such notice(s) or terminate this Agreement.

j. No Developer Bankruptcy. Developer is not the subject of a bankruptcy proceeding.

k. Developer's Ongoing Representations and Warranties. Until the Initial Transfer Closing, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Initial Transfer Closing, immediately give written notice of such fact or condition to the City. Such exception to a representation shall not be deemed a breach by Developer hereunder, but shall constitute an exception which the City shall have a right to approve or disapprove in its sole discretion if such exception would have a material effect on the transactions contemplated by this Agreement. If the City elects to proceed with the Initial Transfer Closing following disclosure of such information, Developer's representations and warranties contained herein shall be deemed to have been made as of the Initial Transfer Closing, subject to such exception(s). If, following the disclosure of such information, the City elects to not to proceed with the Initial Transfer Closing, then this Agreement and the Escrow shall terminate, and neither Party shall have any further rights, obligations or liabilities hereunder.

The representations and warranties provided in Sections 6.1(c) through (k) shall survive the respective Closings and delivery of the respective Quitclaim Deeds for a period of one hundred eighty (180) days at which time they shall expire and shall not be affected by any investigation, verification or approval by either Party or by anyone on behalf of either Party.

6.2 Representations and Warranties of the City. The City represents and warrants to Developer that the City has full right, power and lawful authority to accept title to the Parcels pursuant to the Initial Transfer Quitclaim Deed, and to retransfer the Parcels

to Developer pursuant the Retransfer Quitclaim Deed pursuant to the terms of this Agreement.

7. **RESERVED.**

8. **DEFAULTS AND REMEDIES.**

8.1 Default Remedies. Failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described below, constitutes a "Default" under this Agreement. A Party claiming a Default shall give written notice to the other Party specifying such Default. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in Default if such Party within five (5) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

8.2 Institution of Legal Actions. Parties shall be entitled to seek any remedy available at law and in equity for the other Party's Default. All legal actions must be instituted in the Superior or Municipal Court of the County, as appropriate, or in the United States District Court for District of California for the County.

8.3 Acceptance of Service of Process. In the event that any legal action is commenced by Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the City against Developer, service of process on Developer shall be made in such manner as may be provided by law.

8.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

8.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

8.7 Attorneys' Fees. In any action between the Parties to interpret, enforce, reform, modify, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing Party in the action or other proceeding shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled,

reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and reasonable attorneys' fees.

9. CITY MANAGER AUTHORITY. The City Manager is authorized to execute, in his/her discretion, reasonable extensions or changes to this Agreement to effectuate the purposes hereof.

10. MISCELLANEOUS.

10.1 Time is of Essence. City and Developer specifically (i) agree that time is of the essence, (ii) covenant to strictly comply and perform their obligations herein in the time and manner specified, and (iii) waive any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

10.2 Interpretation Guides. This Agreement shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against any Party on the premise that it was, or its attorneys were, responsible for drafting this Agreement or any provision herein. The captions and headings set forth herein are for convenience only and in no way establish, define or limit the scope or intent of any Article, Section, Subsection, Subdivision or other provision of this Agreement. Any reference herein to an Article, Section, Subsection, or Subdivision, unless specified otherwise, shall be a reference to an Article, Section, Subsection or Subdivision of this Agreement. When necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular.

10.3 Entire Agreement. This Agreement contains the entire agreement and understanding concerning the matters described in this Agreement, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except as they are included in this Agreement. Each Party acknowledges that: (i) neither the other Party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement; and (ii) this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

10.4 Severability. If any Article, Section, Subsection, Subdivision, paragraph, sentence, clause or phrase contained in this Agreement is held by a court of competent jurisdiction, to be illegal, null or void, the remaining Articles, Sections, Subsections, Subdivisions, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby. In such event, this Agreement shall continue in effect and shall be interpreted to the fullest extent possible considering the illegal, null or void language to effectuate the intent of the Parties.

10.5 Waiver. The failure of any Party at any time to require a performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require performance at any time thereafter of the same or any other requirement set forth in this Agreement. The waiver of any breach of any provision of this Agreement by a Party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

10.6 Legal Expenses. Except as otherwise provided in Section 8.7, each of the Parties will bear its own costs and legal expenses associated with the negotiation, execution, and performance of its obligations under the terms of this Agreement.

10.7 Time Limits. Any time limit, time period, date by which any act or event is to have occurred, or date by which any condition is to have been satisfied, that is set forth in this Agreement may be extended by written agreement of the Parties. All references in this Agreement to the performance of an act or occurrence of an event, or satisfaction of any condition, within a specific time limit or period, or by a specific date, if applicable because of an extension pursuant to this Section, shall be interpreted as allowing until the end of the extended period, or until the extended date, for the performance of such act, the occurrence of such event, or satisfaction of such condition. If the last day of any time period ends on a Saturday, Sunday or any government holiday, that last day shall be extended to the next business day.

10.8 Assignment. Developer shall have the right to assign its rights and obligations under this Agreement but only with the City's express written consent which shall be conditioned upon such assignee having acquired title to the Parcels and otherwise executes a document providing such assurances or assumptions as required by the City. Any such authorized assignment must be in writing executed by the City and shall have no force or effect with respect to this Agreement until the City receives a copy of the written assignment and has approved same in writing.

10.9 Binding on Successors and Assigns. This Agreement shall be binding on the Parties and their respective duly authorized successors and assigns subject to Section 10.8.

10.10 Binding Contract. The Parties acknowledge that this Agreement is fully enforceable against the Parties as a binding contract, and neither Party will assert in any manner that it is acting in excess of its powers in entering into this Agreement.

10.11 Represented By Counsel. The Parties hereto acknowledge they have been represented by counsel in the negotiation, drafting and execution of this Agreement.

10.12 Amendment. Except as provided herein, this Agreement may not be modified except by a writing duly approved, signed, and delivered by the Parties.

10.13 Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same instrument. Signatures may be by facsimile or pdf electronic signature.

10.14 Authority to Execute. Each person signing this Agreement represents and warrants that he or she is legally entitled to enter into this Agreement, or has been authorized by appropriate action of the Party whom he or she represents to execute and thereby bind such Party to this Agreement.

10.15 Notices, Demands and Communications between the Parties. Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Agreement from one to another shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, delivered or sent by facsimile or reputable overnight courier (such as Federal Express) and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the Party to receive such notice, (ii) if mailed, three (3) business days following the date of posting by the United States Postal Service, (iii) if sent by facsimile, when sent, or (iv) if sent by reputable overnight courier, one (1) business day after deposit with the overnight courier. Any notices, requests, demands, documents, approvals or disapprovals given or sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing. The addresses and fax numbers of the Parties are as follows:

To City: City of Perris
101 North "D" Street
Perris, CA 92570
Attn: Ron Carr, Assistant City Manager
Telephone: (951) 943-6100
Fax: (951) 943-4246
e-mail: rcarr@cityofperris.org

To Developer: Perris Group LLC
2222 Martin Street Suite 100
Irvine, CA 92612
Attention: J.D. Pierce
Telephone: 949-428-8440
Fax: 949-_____
e-mail: jpierce@jdpierceco.com

To Escrow Holder: First American Title Insurance Company

Attention: _____, Escrow Officer
Telephone: _____
Fax: _____
Email: _____

10.16 Time for Acceptance of Agreement by City. This Agreement, when executed by Developer and delivered to the City, must be authorized, executed and delivered by the City on or before thirty (30) days after signing and delivery of this Agreement by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

10.17 Exhibits and Schedules. Exhibits A and B and Schedule 1 attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Developer:

Perris Group LLC, a California limited liability company

By: JDP Investment Company, Inc., a California corporation, its Manager

By: _____
Jennings D. Pierce, Jr., its President

City:

City of Perris, a municipal corporation

By: _____
Daryl Busch, Mayor

ATTEST:

Nancy Salazar, City Clerk

ACCEPTED:

Escrow Holder:

First American Title Insurance Company, a corporation

By: _____

Its: _____

Exhibit A
Initial Transfer Quitclaim Deed

**Recording Request by and
When Recorded Mail to:**

City of Perris
101 North "D" Street
Perris, CA 92570
Attn: Nancy Salazar, City Clerk

(Space Above This Line For Recorder's Office Use Only)
EXEMPT FROM RECORDING FEE PER GOV. CODE §27383

QUITCLAIM DEED IN LIEU OF FORECLOSURE
Revenue & Taxation Code Section 4986.3

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **PERRIS GROUP LLC**, a California limited liability company ("**Grantor**") hereby grants to **CITY OF PERRIS**, a municipal corporation ("**Grantee**") all of its respective rights, title, and interest in real property located in the City of Perris, County of Riverside, State of California as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference ("**Property**").

RECITALS:

- A.** Grantor is in default of the payment of certain special taxes applicable to the Property.
- B.** Grantor has agreed to transfer the Property to Grantee in lieu of foreclosure proceedings for the special taxes in accordance with Revenue & Taxation Code Section 4986.3.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of _____, 2015.

"GRANTOR"

PERRIS GROUP LLC,
a California limited liability company

By: JDP Investment Company, Inc., a
California corporation, its
Manager

By: _____
Jennings D. Pierce, Jr., its
President

EXHIBIT "A"
DESCRIPTION OF PROPERTY

[To Be Inserted]

**CERTIFICATE OF ACCEPTANCE OF QUITCLAIM DEED
(Government Code Section 27281)**

This is to certify that the real property conveyed by the Quitclaim Deed dated _____, 2015 from the **PERRIS GROUP LLC** as Grantor, to the **CITY OF PERRIS ("City")** as Grantee, is hereby accepted by the undersigned officer on behalf of the City pursuant to authority conferred by Resolution No. _____ and the City consents to recordation thereof by its duly authorized officer.

Dated: _____, 2015

Richard Belmudez, City Manager

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)
) ss.
COUNTY OF _____)

On _____, 2015 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.

Notary Public

SEAL:

Exhibit B

Retransfer Quitclaim Deed

**Recording Request by and
When Recorded Mail to:**

Perris Group LLC
2222 Martin Street Suite 100
Irvine, CA 92612
Attention: J.D. Pierce

(Space Above This Line For Recorder's Office Use Only)
EXEMPT FROM RECORDING FEE PER GOV. CODE §27383

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF PERRIS**, a municipal corporation ("**Grantor**") hereby grants to **PERRIS GROUP LLC**, a California limited liability company ("**Grantee**") all of its respective rights, title, and interest in real property located in the City of Perris, County of Riverside, State of California as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of _____, 2015.

"GRANTOR"

CITY OF PERRIS,
a municipal corporation

By: _____
Daryl Busch, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

ATTEST:

Nancy Salazar, City Clerk

Eric L. Dunn, City Attorney

EXHIBIT "A"
DESCRIPTION OF PROPERTY

[To Be Inserted]

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)
) ss.
COUNTY OF _____)

On _____, 2015 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.

Notary Public

SEAL:

Schedule 1

Delinquent Ad Valorem Taxes

Special Tax

Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Site Address	Due Date	Installment Amount	Penalty	Interest	Fees	Total Due	Flags	Special Circumstance Date	Data Date	Penalties & Interest			
																Good Thru / (2015)	Penalty	Interest	Fees
305-000-044-0	A la		PERRIS HOLDCO	8404 GENESEE AVE STE 100	LA JOLLA, CA 92037		04/10/1995	\$18,454.00	\$1,645.40	\$59,749.78	\$0.00	\$78,849.18	RDTL F		02/10/2015				
	A la						12/10/1995	18,020.00	1,802.00	54,307.80	0.00	71,829.80	RTF		02/10/2015				
	A la						04/10/1998	18,020.00	1,802.00	54,307.80	0.00	71,829.80	RTF		02/10/2015				
	A la						12/10/1998	15,290.00	1,529.00	49,080.90	0.00	65,899.90	RDTL F		02/10/2015				
	A la						04/10/1997	15,290.00	1,529.00	49,080.90	0.00	65,899.90	RDTL F		02/10/2015				
	A la						12/10/1997	14,409.00	1,440.90	43,660.28	0.00	59,510.18	RDTL F		02/10/2015				
	A la						04/10/1998	14,409.00	1,440.90	43,660.28	0.00	59,510.18	RDTL F		02/10/2015				
	A la						12/10/1998	28,612.64	2,861.26	81,546.10	0.00	113,020.00	RTF		02/10/2015				
	A la						04/10/1999	28,612.64	2,861.26	81,546.10	0.00	113,020.00	RTF		02/10/2015				
	A la						12/10/1999	16,785.93	1,678.59	44,818.62	0.00	63,283.14	RTF		02/10/2015				
	A la						04/10/2000	16,785.93	1,678.59	44,818.62	0.00	63,283.14	RTF		02/10/2015				
	A la						12/10/2001	17,100.11	1,710.01	39,501.00	0.00	58,311.12	RT		02/10/2015				
	A la						04/10/2002	17,100.11	1,710.01	39,501.00	0.00	58,311.12	RT		02/10/2015				
	A la						12/10/2002	15,363.89	1,536.37	32,725.32	0.00	49,625.36	RT		02/10/2015				
	A la						04/10/2003	15,363.89	1,536.37	32,725.32	0.00	49,625.36	RT		02/10/2015				

Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

A Active	fa Foreclosure Action	Flags:	R Reminder Letter Sent	U SBE	H Homestead
P Paid Off	S Split		D Demand Letter Sent	F Parcel in Foreclosure	B Bankrupt
F Finished			L Foreclosure Letter Sent	S Hold/Special Circumstance	J Judgment
R Refunded					

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Status Address	Due Date	Instalment Amount	Penalties & Interest			Total Due	Flags	Special Circumstance	Date
									Good Thru	Penalty	Interest				
A fa							12/10/2003	14,953.37	1,495.34	29,159.00	0.00	45,607.71	RT		02/10/2015
A fa							04/10/2004	14,953.37	1,495.34	29,159.00	0.00	45,607.71	RT		02/10/2015
A fa							12/10/2004	15,398.37	1,539.84	27,255.64	0.00	44,193.85	RT		02/10/2015
A fa							04/10/2005	15,398.37	1,539.84	27,255.64	0.00	44,193.85	RT		02/10/2015
A fa							12/10/2005	21,617.86	2,161.79	34,372.62	0.00	56,152.27	RTF		02/10/2015
A fa							04/10/2006	21,617.86	2,161.79	34,372.62	0.00	56,152.27	RTF		02/10/2015
A fa							12/10/2006	15,104.55	1,510.46	15,859.90	0.00	32,474.91	RD1F		02/10/2015
A fa							04/10/2009	15,104.55	1,510.46	15,859.90	0.00	32,474.91	RD1F		02/10/2015
A fa							12/10/2009	15,104.55	1,510.46	13,141.00	0.00	29,756.07	RD1F		02/10/2015
A fa							04/10/2010	15,104.55	1,510.46	13,141.00	0.00	29,756.07	RD1F		02/10/2015
A fa							12/10/2010	15,104.55	1,510.46	10,422.22	0.00	27,037.23	RD1F		02/10/2015
A fa							04/10/2011	15,104.55	1,510.46	10,422.22	0.00	27,037.23	RTF		02/10/2015
A fa							12/10/2011	15,104.55	1,510.46	7,703.38	0.00	24,316.39	RTF		02/10/2015
A fa							04/10/2012	15,104.55	1,510.46	7,703.38	0.00	24,316.39	TF		02/10/2015
A fa							12/10/2012	16,815.00	1,681.50	5,483.06	0.00	23,759.56	TF		02/10/2015

Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

A Active	Ia Foreclosure Action	Flags:	M Notice of Intent / Stop Requested	U SBE	K Handbilled
P Paid Off	S Split	R Reminder Letter Sent	T Removal confirmed	F Parcel in Foreclosure	B Bankrupt
F Finished		D Demand Letter Sent	P Payment Plan	S Hold/Special Circumstance	J Judgement
R Returned		L Foreclosure Letter Sent			

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Site Address	Due Date	Installment Amount	Penalty	Interest	Fees	Total Due	Flags	Special Circumstance	Data Date
A 1a							04/10/2013	18,615.00	1,881.50	5,483.00	0.00	23,759.50	TF		02/10/2015
A 1a							12/10/2013	18,278.50	1,827.65	2,741.50	0.00	22,845.65	TF		02/10/2015
A 1a							04/10/2014	19,278.50	1,827.65	2,741.50	0.00	22,845.65	TF		02/10/2015
A 1a							12/10/2014	20,104.15	2,010.42	0.00	0.00	22,114.57			02/10/2015
Total Delinquent:									\$87,828.06	\$1,642,397.39	0.00	\$1,679,405.87			

305-000-047-9	A 1a	PERRIS HOLDCO	9404 GENESEE AVE STE 100	LA JOLLA, CA 92037												
A 1a							04/10/1995	\$23,714.00	\$2,371.40	\$84,658.98	\$0.00	\$110,744.38	RDTL F		02/10/2015	
A 1a							12/10/1995	23,069.00	2,306.90	78,272.84	0.00	103,670.74	RTF		02/10/2015	
A 1a							04/10/1996	23,069.00	2,306.90	78,272.84	0.00	103,670.74	RTF		02/10/2015	
A 1a							12/10/1996	22,038.50	2,203.65	70,737.70	0.00	94,977.65	RDTL F		02/10/2015	
A 1a							04/10/1997	22,038.50	2,203.65	70,737.70	0.00	94,977.65	RDTL F		02/10/2015	
A 1a							12/10/1997	20,767.50	2,076.75	62,825.02	0.00	85,769.27	RDTL F		02/10/2015	
A 1a							04/10/1998	20,767.50	2,076.75	62,825.02	0.00	85,769.27	RDTL F		02/10/2015	
A 1a							12/10/1998	41,238.42	4,123.84	117,530.20	0.00	162,892.46	RTF		02/10/2015	
A 1a							04/10/1999	41,238.42	4,123.84	117,530.20	0.00	162,892.46	RTF		02/10/2015	
A 1a							12/10/1999	24,182.88	2,418.30	64,594.42	0.00	91,208.70	RTF		02/10/2015	
A 1a							04/10/2000	24,182.88	2,418.30	64,594.42	0.00	91,208.70	RTF		02/10/2015	



Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

A Active	ts Foreclosure Action	Flags:	M Notice of Intent / Strip Requested	U SBE	M Handbilled
P Paid Off	S Split	R Reminder Letter Sent	T Removal confirmed	F Parcel In Foreclosure	B Biorrupt
F Finished		D Demand Letter Sent	P Payment Plan	S Hold/Special Circumstance	J Judgement
R Retained		L Foreclosure Letter Sent			

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Status Address	Due Date	Installment Amount	Penalties & Interest Good Thru 4/30/15			Fees	Total Due	Flags	Special Circumstance	Date
									Penalty	Interest	Date					
A 1s							12/10/2001	24,645.81	2,464.58	56,932.26	0.00	84,042.65	RT			02/10/2015
A 1s							04/10/2002	24,645.81	2,464.58	56,932.26	0.00	84,042.65	RT			02/10/2015
A 1s							12/10/2002	22,143.16	2,214.32	47,165.30	0.00	71,522.78	RT			02/10/2015
A 1s							04/10/2003	22,143.16	2,214.32	47,165.30	0.00	71,522.78	RT			02/10/2015
A 1s							12/10/2003	21,551.77	2,155.18	42,026.40	0.00	65,733.35	RT			02/10/2015
A 1s							04/10/2004	21,551.77	2,155.18	42,026.40	0.00	65,733.35	RT			02/10/2015
A 1s							12/10/2004	22,193.14	2,219.31	39,282.20	0.00	63,694.65	RT			02/10/2015
A 1s							04/10/2005	22,193.14	2,219.31	39,282.20	0.00	63,694.65	RT			02/10/2015
A 1s							12/10/2005	31,157.07	3,115.71	48,540.16	0.00	83,812.94	RTF			02/10/2015
A 1s							04/10/2006	31,157.07	3,115.71	48,540.16	0.00	83,812.94	RTF			02/10/2015
A 1s							12/10/2006	21,769.87	2,176.97	22,856.50	0.00	48,805.14	RD1F			02/10/2015
A 1s							04/10/2009	21,769.87	2,176.97	22,856.50	0.00	48,805.14	RD1F			02/10/2015
A 1s							12/10/2009	21,769.87	2,176.97	18,939.90	0.00	42,866.54	RD1F			02/10/2015
A 1s							04/10/2010	21,769.87	2,176.97	18,939.90	0.00	42,866.54	RD1F			02/10/2015
A 1s							12/10/2010	21,769.87	2,176.97	15,021.30	0.00	38,967.94	RD1F			02/10/2015

Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

A Active	Ia Foreclosure Action	Flags:	M Notice of Intent / Strip Requested	U SBE	H Handbilled
P Paid Off	S Split	R Reminder Letter Sent	T Removal confirmed	F Parcel in Foreclosure	B Bankrupt
F Finished		D Demand Letter Sent	P Payment Plan	S Hold/Special Circumstance	J Judgment
R Returned		L Foreclosure Letter Sent			

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Status Address	Penalties & Interest Good Thru 4/30/15			Fees	Total Due	Flags	Special Circumstance	Date
							Due Date	Installment Amount	Penalty					
A 1a							04/10/2011	21,789.67	2,178.97	15,021.30	0.00	38,987.94	RTF	02/10/2015
A 1a							12/10/2011	21,789.67	2,178.97	11,102.70	0.00	35,049.34	RTF	02/10/2015
A 1a							04/10/2012	21,789.67	2,178.97	11,102.70	0.00	35,049.34	TF	02/10/2015
A 1a							12/10/2012	23,946.64	2,394.66	7,902.40	0.00	34,243.70	TF	02/10/2015
A 1a							04/10/2013	23,946.64	2,394.66	7,902.40	0.00	34,243.70	TF	02/10/2015
A 1a							12/10/2013	26,341.30	2,634.13	3,951.20	0.00	32,926.63	TF	02/10/2015
A 1a							04/10/2014	26,341.30	2,634.13	3,951.20	0.00	32,926.63	TF	02/10/2015
A 1a							12/10/2014	26,975.43	2,697.54	0.00	0.00	31,672.97		02/10/2015
							Total Delinquent	\$433,483.37	\$43,348.58	\$1,802,223.98	0.00	\$2,419,022.71		

APN	APN Status	Owner Name	Address	City/State/Zip	Due Date	Installment Amount	Penalty	Interest	Fees	Total Due	Flags	Special Circumstance	Date
305-080-048-0	A 1a	PERRIS HOLDCO	9404 GENESEE AVE STE 100	LA JOLLA, CA 92037	04/10/1995	96,553.00	\$655.30	\$23,395.40	\$0.00	\$30,603.70	RDTL F		02/10/2015
	A 1a				12/10/1995	6,380.50	638.05	21,630.46	0.00	28,649.01	RTF		02/10/2015
	A 1a				04/10/1998	6,380.50	638.05	21,630.46	0.00	28,649.01	RTF		02/10/2015
	A 1a				12/10/1998	6,089.50	608.95	19,546.78	0.00	26,245.21	RDTL F		02/10/2015
	A 1a				04/10/1997	6,089.50	608.95	19,546.78	0.00	26,245.21	RDTL F		02/10/2015
	A 1a				12/10/1997	5,739.00	573.90	17,390.18	0.00	23,703.08	RDTL F		02/10/2015
	A 1a				04/10/1998	5,739.00	573.90	17,390.18	0.00	23,703.08	RDTL F		02/10/2015



Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Site Address	Flags:		Due Date	Installment Amount	Penalties & Interest Good Thru 4/30/15			Total Due	Flags	Special Circumstance Date	Data Date
							fa Foreclosure Action S Spft	R Remainder Letter Sent D Demand Letter Sent L Foreclosure Letter Sent			M Notice of Intent / Stop Requested T Removal confirmed P Payment Plan	U SBE F Parcel in Foreclosure S Hold/Special Circumstance	Penalty				
A fa									12/10/1998	11,395.82	1,139.58	32,478.60	0.00	45,014.00	RTF		02/10/2015
A fa									04/10/1999	11,395.82	1,139.58	32,478.60	0.00	45,014.00	RTF		02/10/2015
A fa									12/10/1999	6,665.48	668.55	17,649.84	0.00	25,203.88	RTF		02/10/2015
A fa									04/10/2000	6,665.48	668.55	17,649.84	0.00	25,203.88	RTF		02/10/2015
A fa									12/10/2001	6,810.62	681.06	15,732.64	0.00	23,224.32	RT		02/10/2015
A fa									04/10/2002	6,810.62	681.06	15,732.64	0.00	23,224.32	RT		02/10/2015
A fa									12/10/2002	6,119.04	611.90	13,004.18	0.00	19,765.12	RT		02/10/2015
A fa									04/10/2003	6,119.04	611.90	13,004.18	0.00	19,765.12	RT		02/10/2015
A fa									12/10/2003	5,955.82	595.56	11,612.90	0.00	18,164.08	RT		02/10/2015
A fa									04/10/2004	5,955.82	595.56	11,612.90	0.00	18,164.08	RT		02/10/2015
A fa									12/10/2004	6,132.85	613.29	10,854.82	0.00	17,600.96	RT		02/10/2015
A fa									04/10/2005	6,132.85	613.29	10,854.82	0.00	17,600.96	RT		02/10/2015
A fa									12/10/2005	8,609.95	861.00	13,089.90	0.00	23,160.85	RTF		02/10/2015
A fa									04/10/2006	8,609.95	861.00	13,089.90	0.00	23,160.85	RTF		02/10/2015
A fa									12/10/2008	6,015.82	601.56	6,318.80	0.00	12,934.20	RTF		02/10/2015

Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

A Active	1a Foreclosure Action	Flags:	R Reminder Letter Sent	N Notice of Intent / Stop Requested	U SBE	M Handbilled
P Paid Off	B Spft		D Demand Letter Sent	T Removal confirmed	F Parcel in Foreclosure	B Bankrupt
F Finished			L Foreclosure Letter Sent	P Payment Plan	S Hold/Special Circumstance	J Judgment
R Refunded						

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Site Address	Penalties & Interest				Total Due	Flags	Special Circumstance Date	Data Date
							Good Thru 4/2015	Penalty	Interest	Fees				
A 1a							601.58	6,015.82	0.00	0.00	12,934.20	RDTF		02/10/2015
A 1a							601.58	6,015.82	0.00	0.00	11,851.32	RDTF		02/10/2015
A 1a							601.58	6,015.82	0.00	0.00	11,851.32	RDTF		02/10/2015
A 1a							601.58	6,015.82	0.00	0.00	10,768.44	RDTF		02/10/2015
A 1a							601.58	6,015.82	0.00	0.00	10,768.44	RTF		02/10/2015
A 1a							601.58	6,015.82	0.00	0.00	9,685.56	RTF		02/10/2015
A 1a							601.58	6,015.82	0.00	0.00	9,685.56	TF		02/10/2015
A 1a							681.74	6,817.41	0.00	0.00	9,462.87	TF		02/10/2015
A 1a							681.74	6,817.41	0.00	0.00	9,462.87	TF		02/10/2015
A 1a							727.92	7,279.15	0.00	0.00	9,098.97	TF		02/10/2015
A 1a							727.92	7,279.15	0.00	0.00	9,098.97	TF		02/10/2015
A 1a							800.71	8,007.06	0.00	0.00	8,807.77			02/10/2015
Total Delinquent:							\$23,031.66	\$230,318.82	\$416,127.04	0.00	\$469,476.21			

305-065-049-1	A 1a	PERRIS HOLDCO	7085 HOLLYWOOD BLVD 778	HOLLYWOOD, CA	90028	RDTL	\$23,558.41	02/10/2015
	A 1a					RTF	22,052.87	02/10/2015
	A 1a					RTF	22,052.87	02/10/2015



Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

A Active	U Foreclosure Action	N Notice of Intent / Stop Requested	U SBE	H Handbilled
P Paid Off	S Split	T Removal confirmed	F Parcel in Foreclosure	B Bankrupt
F Finished		P Payment Plan	S Hold/Special Circumstance	J Judgment
R Returned				

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Status Address	Due Date	Instalment Amount	Penalty	Interest	Fees	Total Due	Flags	Special Circumstance	Date
A 1a							12/10/1998	4,897.50	468.75	15,046.34	0.00	20,202.59	RDTL F		02/10/2015
A 1a							04/10/1997	4,887.50	468.75	15,046.34	0.00	20,202.59	RDTL F		02/10/2015
A 1a							12/10/1997	4,417.50	441.75	13,384.52	0.00	18,243.77	RDTL F		02/10/2015
A 1a							04/10/1998	4,417.50	441.75	13,384.52	0.00	18,243.77	RDTL F		02/10/2015
A 1a							12/10/1998	6,772.34	877.23	25,002.10	0.00	34,651.67	RTF		02/10/2015
A 1a							04/10/1999	6,772.34	877.23	25,002.10	0.00	34,651.67	RTF		02/10/2015
A 1a							12/10/1999	5,146.39	514.64	13,741.60	0.00	19,402.63	RTF		02/10/2015
A 1a							04/10/2000	5,146.39	514.64	13,741.60	0.00	19,402.63	RTF		02/10/2015
A 1a							12/10/2001	5,242.72	524.27	12,110.56	0.00	17,877.55	RT		02/10/2015
A 1a							04/10/2002	5,242.72	524.27	12,110.56	0.00	17,877.55	RT		02/10/2015
A 1a							12/10/2002	4,710.35	471.04	10,033.72	0.00	15,215.11	RT		02/10/2015
A 1a							04/10/2003	4,710.35	471.04	10,033.72	0.00	15,215.11	RT		02/10/2015
A 1a							12/10/2003	4,564.55	456.46	8,940.10	0.00	13,963.11	RT		02/10/2015
A 1a							04/10/2004	4,564.55	456.46	8,940.10	0.00	13,963.11	RT		02/10/2015
A 1a							12/10/2004	4,720.89	472.10	8,355.58	0.00	13,548.87	RT		02/10/2015

Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

A Active	Ia Foreclosure Action	Flags:	R Reminder Letter Sent	N Notice of Intent / Ship Requested	U SSE	H Handbilled
P Paid Off	S Split		D Demand Letter Sent	T Removal confirmed	F Parcel in Foreclosure	B Backlog
F Finished			L Foreclosure Letter Sent	P Payment Plan	S Hold/Special Circumstance	J Judgment
R Retarded						

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Status Address	Due Date	Installment Amount	Penalty	Interest	Fees	Total Due	Flags	Special Circumstance	Data Date
A 1a							04/10/2005	4,720.99	472.10	8,355.58	0.00	13,548.67	RT		02/10/2015
A 1a							12/10/2005	6,627.82	662.78	10,538.52	0.00	17,828.12	RTF		02/10/2015
A 1a							04/10/2008	6,627.82	662.78	10,538.52	0.00	17,828.12	RTF		02/10/2015
A 1a							12/10/2008	4,630.90	463.09	4,862.20	0.00	9,958.19	RDN		02/10/2015
A 1a							04/10/2009	4,630.90	463.09	4,862.20	0.00	9,958.19	RDN		02/10/2015
A 1a							12/10/2009	4,630.90	463.09	4,862.68	0.00	9,122.87	RDN		02/10/2015
A 1a							04/10/2010	4,630.90	463.09	4,862.88	0.00	9,122.87	RDN		02/10/2015
A 1a							12/10/2010	4,630.90	463.09	3,195.16	0.00	8,289.15	RDN		02/10/2015
A 1a							04/10/2011	4,630.90	463.09	3,195.16	0.00	8,289.15	RN		02/10/2015
A 1a							12/10/2011	4,630.90	463.09	2,361.64	0.00	7,455.83	RN		02/10/2015
A 1a							04/10/2012	4,630.90	463.09	2,361.64	0.00	7,455.83	N		02/10/2015
A 1a							12/10/2012	5,093.99	509.40	1,681.02	0.00	7,284.41	N		02/10/2015
A 1a							04/10/2013	5,093.99	509.40	1,681.02	0.00	7,284.41	N		02/10/2015
A 1a							12/10/2013	5,603.38	560.34	840.50	0.00	7,004.22	NH		02/10/2015
A 1a							04/10/2014	5,603.38	560.34	840.50	0.00	7,004.22	NH		02/10/2015

Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

A Active	Ia Foreclosure Action	Flags:	M Notice of Intent / Strip Requested	U SSE	H Handicapped
P Paid Off	S Split	R Reminder Letter Sent	T Removal confirmed	F Pench In Foreclosure	B Bankrupt
F Finished		D Demand Letter Sent	P Payment Plan	S Hold/Special Circumstance	J Judgement
R Refunded		L Foreclosure Letter Sent			

API	APR Status	Original Assessment	Owner Name	Address	City/State/Zip	Status Address	Due Date	Instalment Amount	Penalty	Interest	Fees	Total Due	Flags	Special Circumstance	Date
A Ia							12/10/2014	8,183.72	818.37	0.00	0.00	8,780.09			02/10/2015
									Total Delinquent:	\$17,779.26	\$319,622.78	0.00	\$514,876.82		

305-080-061-1	A Ia		PERRIS HOLDCO	9404 GENESEE AVE STE 100	LA JOLLA, CA 92037		04/10/1995	\$15,935.00	\$1,593.50	\$50,889.14	\$0.00	\$74,417.64	RDTL F		02/10/2015
	A Ia						12/10/1995	15,515.00	1,551.50	52,596.99	0.00	69,663.49	RTF		02/10/2015
	A Ia						04/10/1996	15,515.00	1,551.50	52,596.99	0.00	69,663.49	RTF		02/10/2015
	A Ia						12/10/1996	14,800.00	1,480.00	47,533.69	0.00	63,822.48	RDTL F		02/10/2015
	A Ia						04/10/1997	14,800.00	1,480.00	47,533.69	0.00	63,822.48	RDTL F		02/10/2015
	A Ia						12/10/1997	13,955.00	1,395.50	42,284.66	0.00	57,635.16	RDTL F		02/10/2015
	A Ia						04/10/1998	13,955.00	1,395.50	42,284.66	0.00	57,635.16	RDTL F		02/10/2015
	A Ia						12/10/1998	27,710.92	2,771.09	78,975.40	0.00	109,457.41	RTF		02/10/2015
	A Ia						04/10/1999	27,710.92	2,771.09	78,975.40	0.00	109,457.41	RTF		02/10/2015
	A Ia						12/10/1999	18,256.92	1,825.69	43,405.30	0.00	61,287.91	RTF		02/10/2015
	A Ia						04/10/2000	18,256.92	1,825.69	43,405.30	0.00	61,287.91	RTF		02/10/2015
	A Ia						12/10/2001	18,561.21	1,856.12	38,256.69	0.00	56,474.01	RT		02/10/2015
	A Ia						04/10/2002	18,561.21	1,856.12	38,256.69	0.00	56,474.01	RT		02/10/2015
	A Ia						12/10/2002	14,879.51	1,487.95	31,892.98	0.00	48,060.44	RT		02/10/2015



Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Status Address	Flags:	R Reminder Letter Sent D Demand Letter Sent L Foreclosure Letter Sent	M Notice of Intent / Stop Requested T Removal confirmed P Payment Plan	U SDE F Partial in Foreclosure S Hold/Special Circumstance	H Handbilled B Blanket J Judgment	Penalties & Interest Good Thru 4/30/15				Special Circumstance Date	Date Due	Flags
												Penalty	Interest	Fees	Total Due			
A 1a									04/10/2003	14,878.51	1,487.95	31,882.98	0.00	48,000.44	RT		02/10/2015	
A 1a									12/10/2003	14,482.11	1,448.21	28,239.90	0.00	44,170.22	RT		02/10/2015	
A 1a									04/10/2004	14,482.11	1,448.21	28,239.90	0.00	44,170.22	RT		02/10/2015	
A 1a									12/10/2004	14,913.09	1,491.31	28,396.60	0.00	42,801.00	RT		02/10/2015	
A 1a									04/10/2005	14,913.09	1,491.31	28,396.60	0.00	42,801.00	RT		02/10/2015	
A 1a									12/10/2005	20,936.57	2,093.66	33,289.30	0.00	58,318.53	RTF		02/10/2015	
A 1a									04/10/2006	20,936.57	2,093.66	33,289.30	0.00	58,318.53	RTF		02/10/2015	
A 1a									12/10/2006	14,828.53	1,482.85	15,300.10	0.00	31,451.48	RDTF		02/10/2015	
A 1a									04/10/2009	14,828.53	1,482.85	15,300.10	0.00	31,451.48	RDTF		02/10/2015	
A 1a									12/10/2009	14,828.53	1,482.85	12,726.94	0.00	28,818.32	RDTF		02/10/2015	
A 1a									04/10/2010	14,828.53	1,482.85	12,726.94	0.00	28,818.32	RDTF		02/10/2015	
A 1a									12/10/2010	14,828.53	1,482.85	10,083.78	0.00	26,165.18	RDTF		02/10/2015	
A 1a									04/10/2011	14,828.53	1,482.85	10,083.78	0.00	26,165.18	RTF		02/10/2015	
A 1a									12/10/2011	14,828.53	1,482.85	7,480.82	0.00	23,552.00	RTF		02/10/2015	
A 1a									04/10/2012	14,828.53	1,482.85	7,480.82	0.00	23,552.00	TF		02/10/2015	

Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

A Active P Paid Off F Finished R Refunded	1a Foreclosure Action S Spfl	Flags: R Reminder Letter Sent D Demand Letter Sent L Foreclosure Letter Sent	N Notice of Intent / Ship Requested T Removal confirmed P Payment Plan	U SBE F Parcel in Foreclosure S Hold/Special Circumstance	H Handbilled S Screenshot J Judgment
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APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Status Address	Due Date	Installment Amount	Penalty	Interest	Fees	Total Due	Flags	Special Circumstance	Date
A 1a							12/10/2012	16,091.38	1,609.14	5,310.14	0.00	23,010.66	TF		02/10/2015
A 1a							04/10/2013	16,091.38	1,609.14	5,310.14	0.00	23,010.66	TF		02/19/2015
A 1a							12/10/2013	17,700.52	1,770.05	2,655.10	0.00	22,125.67	TF		02/10/2015
A 1a							04/10/2014	17,700.52	1,770.05	2,655.10	0.00	22,125.67	TF		02/10/2015
A 1a							12/10/2014	19,470.57	1,947.06	0.00	0.00	21,417.63			02/10/2015
Total Delinquent:									\$160,014.27	\$19,001.40	\$1,009,441.48	0.00	\$1,838,908.13		

A 1a			PERRIS HOLDCO	9404 GENESEE AVE STE 100	LA JOLLA, CA 92037		04/10/1995	\$3,159.00	\$315.90	\$11,278.82	\$0.00	\$14,753.72	RD/TL F		02/10/2015
A 1a							12/10/1995	3,075.50	307.55	10,425.38	0.00	13,808.43	RTF		02/10/2015
A 1a							04/10/1998	3,075.50	307.55	10,425.38	0.00	13,808.43	RTF		02/10/2015
A 1a							12/10/1998	2,935.50	293.55	9,422.42	0.00	12,651.47	RD/TL F		02/10/2015
A 1a							04/10/1997	2,935.50	293.55	9,422.42	0.00	12,651.47	RD/TL F		02/10/2015
A 1a							12/10/1997	2,768.00	276.80	8,380.96	0.00	11,423.56	RD/TL F		02/10/2015
A 1a							04/10/1998	2,768.00	276.80	8,380.96	0.00	11,423.56	RD/TL F		02/10/2015
A 1a							12/10/1998	5,492.95	549.30	15,654.10	0.00	21,696.35	RTF		02/10/2015
A 1a							04/10/1999	5,492.95	549.30	15,654.10	0.00	21,696.35	RTF		02/10/2015
A 1a							12/10/1999	3,222.50	322.25	8,604.52	0.00	12,149.27	RTF		02/10/2015



Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

A Active **U** SBE **H** Handbilled
P Paid C/P **F** Parcel in Foreclosure **B** Bankrupt
F Finished **S** Hold/Special Circumstance **J** Judgment
R Returned

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Status Address	Flags:	R Reminder Letter Sent D Demand Letter Sent L Foreclosure Letter Sent	N Notice of Intent / Stop Requested T Removal confirmed P Payment Plan	Due Date	Installment Amount	Penalty	Interest	Fees	Total Due	Flags	Special Circumstance	Date
A 1a										04/10/2000	3,222.50	322.25	8,804.52	0.00	12,149.27	RTF		02/10/2015
A 1a										12/10/2001	3,282.82	328.28	7,582.86	0.00	11,194.06	RT		02/10/2015
A 1a										04/10/2002	3,282.82	328.28	7,582.86	0.00	11,194.06	RT		02/10/2015
A 1a										12/10/2002	2,948.47	294.85	8,282.08	0.00	9,528.50	RT		02/10/2015
A 1a										04/10/2003	2,948.47	294.85	8,282.08	0.00	9,528.50	RT		02/10/2015
A 1a										12/10/2003	2,870.70	287.07	5,597.80	0.00	8,755.57	RT		02/10/2015
A 1a										04/10/2004	2,870.70	287.07	5,597.80	0.00	8,755.57	RT		02/10/2015
A 1a										12/10/2004	2,958.13	295.81	5,232.12	0.00	8,483.86	RT		02/10/2015
A 1a										04/10/2005	2,958.13	295.81	5,232.12	0.00	8,483.86	RT		02/10/2015
A 1a										12/10/2005	4,150.12	415.01	8,598.50	0.00	11,183.83	RTF		02/10/2015
A 1a										04/10/2006	4,150.12	415.01	8,598.50	0.00	11,183.83	RTF		02/10/2015
A 1a										12/10/2006	2,899.71	289.97	3,045.00	0.00	6,234.88	RDTF		02/10/2015
A 1a										04/10/2009	2,899.71	289.97	3,045.00	0.00	6,234.88	RDTF		02/10/2015
A 1a										12/10/2009	2,899.71	289.97	2,523.00	0.00	5,712.68	RDTF		02/10/2015
A 1a										04/10/2010	2,899.71	289.97	2,523.00	0.00	5,712.68	RDTF		02/10/2015

Special Tax Perris Holdco Delinquency Detail Report

City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

APN	APN Status	Original Assessment	Owner Name	Address	City/State/Zip	Status Address	Flags:	R Reminder Letter Sent	D Demand Letter Sent	L Foreclosure Letter Sent	N Notice of Intent / Strip Requested	T Removal confirmed	P Payment Plan	U SBE	F Parcel in Foreclosure	S Hold/Special Circumstance	H Membered	B Bankrupt	J Judgement	Special Circumstance	Date	
																	Penalties & Interest Good Thru 4/30/15			Special Circumstance Date		
																	Penalty	Interest	Fees	Total Due	Flag	Date
A 1a											12/10/2010	2,899.71	289.97	2,001.00	0.00	5,190.68	RDJT				02/10/2015	
A 1a											04/10/2011	2,899.71	289.97	2,001.00	0.00	5,190.68	RTF				02/10/2015	
A 1a											12/10/2011	2,899.71	289.97	1,479.00	0.00	4,668.68	RTF				02/10/2015	
A 1a											04/10/2012	2,899.71	289.97	1,479.00	0.00	4,668.68	TF				02/10/2015	
A 1a											12/10/2012	3,169.68	318.97	1,052.70	0.00	4,541.35	TF				02/10/2015	
A 1a											04/10/2013	3,169.68	318.97	1,052.70	0.00	4,541.35	TF				02/10/2015	
A 1a											12/10/2013	3,508.65	350.87	526.30	0.00	4,385.82	TF				02/10/2015	
A 1a											04/10/2014	3,508.65	350.87	526.30	0.00	4,385.82	TF				02/10/2015	
A 1a											12/10/2014	3,859.52	385.95	0.00	0.00	4,245.47					02/10/2015	
											Total Delinquent:	\$111,016.24	\$11,101.63	\$200,094.54	0.00	\$322,212.41						

**Special Tax
Perris Holdco Delinquency Detail Report**

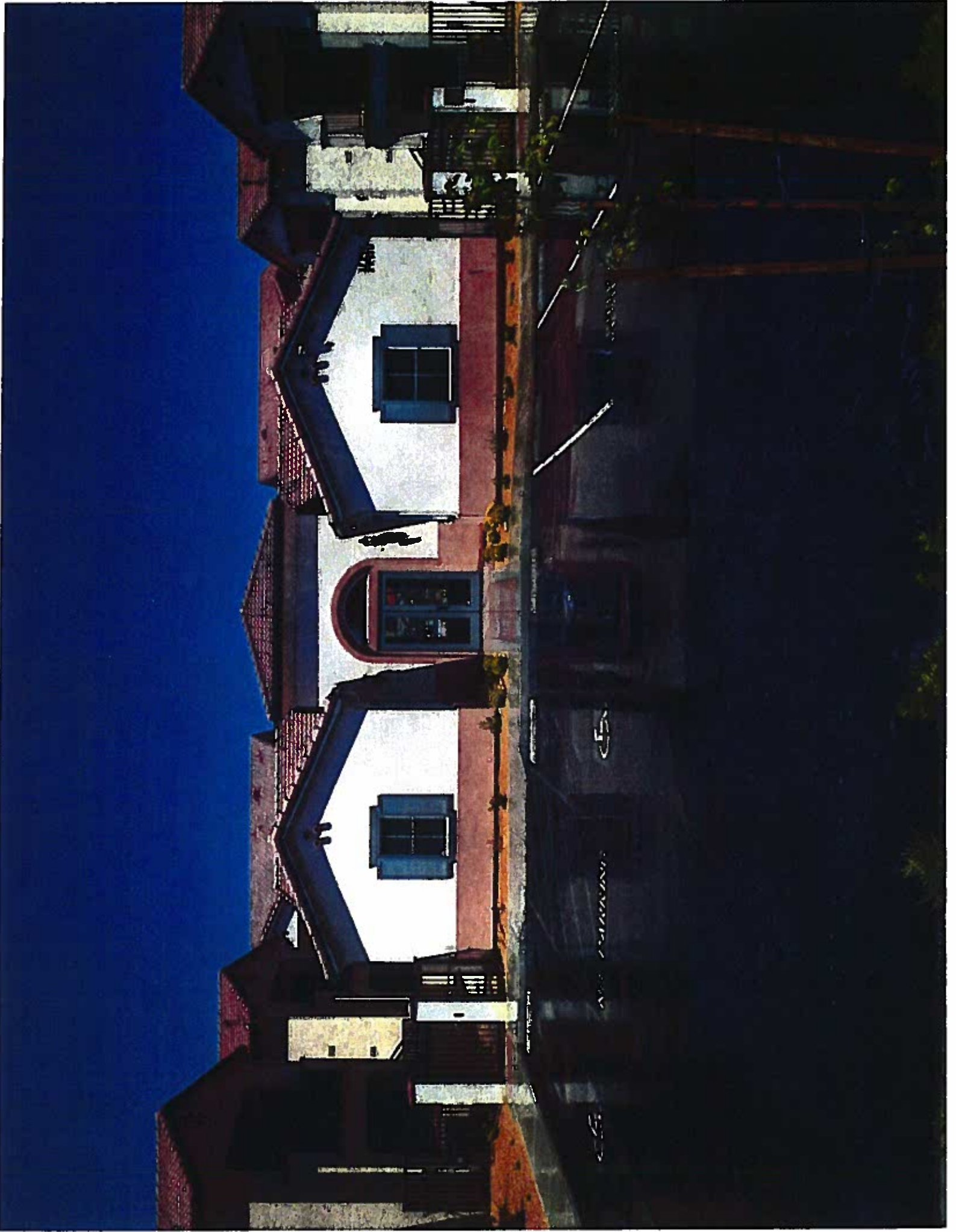
City of Perris

District CFD/CFD 91-1 - Community Facilities District No. 91-1, Perris Valley Spectrum

District Totals:	Parcels	Amount	Penalties	Interest	Fees	Total
All delinquencies prior to the 2014/2015 levy	6	\$2,403,832.92	\$240,383.35	\$4,488,741.38	\$0.00	\$7,132,957.65
2014/2015 delinquencies	6	86,580.45	8,658.05	0.00	0.00	95,238.50
Total	6	\$2,490,413.37	\$249,041.40	\$4,488,741.38	\$0.00	\$7,228,196.15









SITE ANALYSIS

16.09 ACRES
222 UNITS
13.79 DUA
32% COVERAGE

BUILDING CONFIGURATION

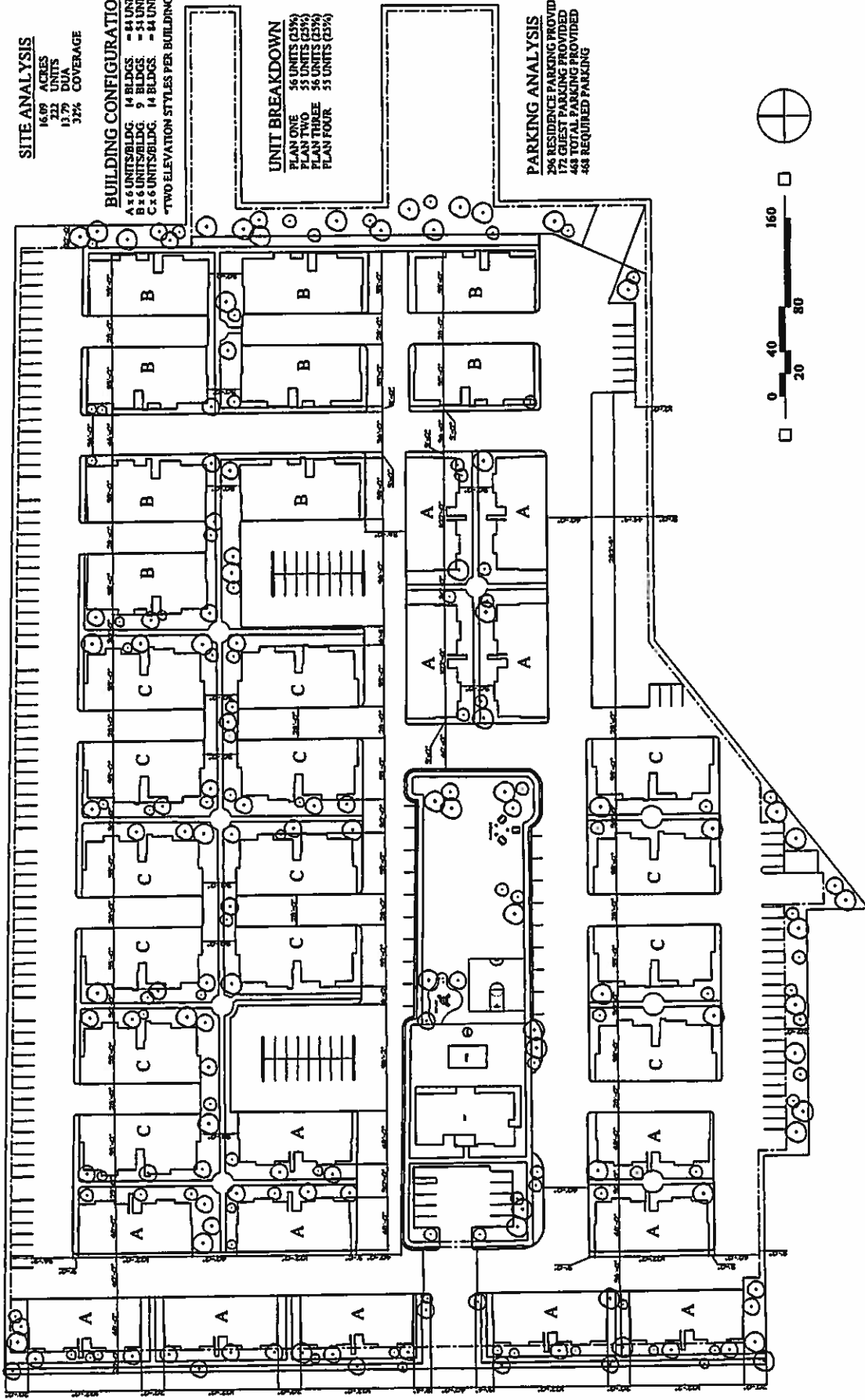
A x 6 UNITS/BLDG. 14 BLDGS. - 84 UNITS
B x 6 UNITS/BLDG. 9 BLDGS. - 54 UNITS
C x 6 UNITS/BLDG. 14 BLDGS. - 84 UNITS
*TWO ELEVATION STYLES PER BUILDING TYPE

UNIT BREAKDOWN

PLAN ONE 56 UNITS (25%)
PLAN TWO 55 UNITS (25%)
PLAN THREE 56 UNITS (25%)
PLAN FOUR 55 UNITS (25%)

PARKING ANALYSIS

296 RESIDENCE PARKING PROVIDED
176 VISITOR PARKING PROVIDED
468 TOTAL PARKING PROVIDED
468 REQUIRED PARKING



SITE PLAN

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date April 14, 2015

SUBJECT: Annexation of PM 36469 to the City's Maintenance Districts

REQUESTED ACTION:

Open and Close of Public Hearing, Open 3 Ballots and Adoption of 3 Resolutions Ordering the Annexation of PM 36469 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

BACKGROUND/DISCUSSION: PM 36469 is an 84.5-acre project located on the east side of Redlands Avenue with the Oleander Channel along the north boundary and the Perris Valley Storm Drain Channel along the east boundary. The project is under the ownership of Stratford Ranch LLC.

On February 10, 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 April 14, 2015.

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	\$ 16,424.77
Landscape Maintenance District 1	42,468.01
Flood Control Maintenance District No. 1	<u>5,637.84</u>
Total Annual Assessment	\$64,530.62

Reviewed by:

Assistant City Manager 

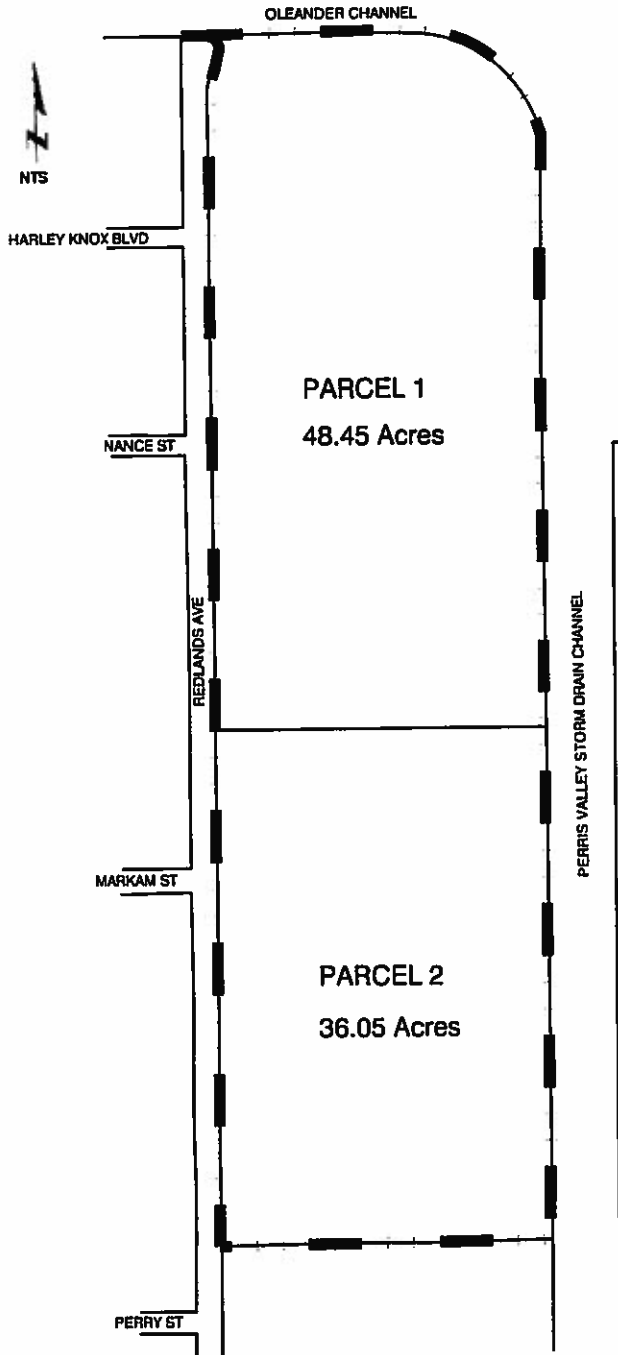
City Attorney _____

Attachments:

1. Location Map
2. Resolution Ordering the Annexation of PM 36469 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 PM 36469 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2014-2015 Assessments.
4. Resolution Ordering the Annexation of PM 36469 to FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2014-2015 Assessments.

Public Hearing:

**ANNEXATION OF PM 36469 TO CITY OF PERRIS
 MAINTENANCE DISTRICT NO. 84-1, LANDSCAPE MAINTENANCE DISTRICT NO. 1
 AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1**



MD 84-1

33 Street Lights

Contributions towards traffic signals at the following intersections:
 Harley Knox Blvd and Perris Blvd 15%
 Harley Knox Blvd and Redlands Ave 30%
 Ramona Expwy and Redlands Ave 15%

LMD 1

Redlands Avenue medians and parkways along the west boundary

FCMD 1

Flood control facilities that channel, contain, and convey storm flow to Perris Valley Storm Drain Channel, including catch basins and 18", 24", and 48" reinforced concrete pipe.

Facility	Annual Assessment	
	Parcel 1	Parcel 2
Street Lights and Traffic Signals	\$ 9,417.52	\$ 7,007.25
Landscaped Medians and Parkways	24,350.00	18,118.01
Flood Control Facilities	3,232.58	2,405.26
Total Annual Assessments	\$ 37,010.10	\$ 27,530.52

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 and FCMD 1 Assessments include SIF 1, 2, and 3

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 36469 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 10th day of February 2015, adopt its Resolution of Intention Number 4814 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 4814 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 4814, 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 4814, 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 14th day of April 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 14th day of April 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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 36469 TO BENEFIT ZONE 110, 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 10th day of February 2015, adopt its Resolution of Intention Number 4818 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 4818 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 4818, 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 4818, 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 14th day of April 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 14th day of April 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, ORDERING THE
WORK IN CONNECTION WITH ANNEXATION OF PM 36469 TO
BENEFIT ZONE 81, CITY OF PERRIS FLOOD CONTROL
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 10th day of February 2015, adopt its Resolution of Intention Number 4815 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the "District"), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 4815, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 4815, 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 4815, be done and made.

Section 2. Be it further resolved that:

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

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

Section 4. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2014-2015 are hereby levied.

ADOPTED, SIGNED and APPROVED this 14th day of April 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 14th day of April 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL/SUCCESSOR AGENCY/PERRIS PUBLIC FINANCING
AUTHORITY AGENDA
AGENDA SUBMITTAL

Meeting Date April 14, 2015

SUBJECT: Community Facilities District 2014-2 (Perris Valley Spectrum) of the City of Perris ("District") special election related to: (1) the levy of special taxes on property within the District; (2) incurring bonded indebtedness in an aggregate principal amount not to exceed \$4,000,000; and (3) establishing an appropriations limit for the District.

District is generally located at the northwest corner of Perris Boulevard and Orange Avenue.

REQUESTED ACTION: Hold special election on Proposition A, and if Proposition A passes, adopt the following resolution declaring the results of the election and hold the first reading of the Ordinance Levying the Special Tax, titled below:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT, THE ISSUANCE OF BONDED INDEBTEDNESS AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT

CONTACT: Ron Carr, Assistant City Manager

BACKGROUND/DISCUSSION:

The City Council previously formed Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris in 1991 ("CFD 91-1" or "Prior District"), in order to pay for certain infrastructure and public improvements. In order to finance these improvements, the City issued approximately \$8.5 Million in bonds of which

REBECCA SPENCER
Registrar of Voters



2724 Gateway Drive
Riverside, CA 92507-0918
(951) 486-7200 • FAX (951) 486-7272
TTY (951) 697-8966
www.voteinfo.net

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

CERTIFICATE OF REGISTRAR OF VOTERS

State of California)
) ss
County of Riverside)

I, Rebecca Spencer, Registrar of Voters of said County, hereby certify that:

(A) I have been furnished a map describing the boundaries of Community Facilities District No. 2014-2 (Perris Valley Spectrum), of the City of Perris, County of Riverside, State of California;

(B) On November 20, 2014, I conducted, or caused to be conducted, a review of the voter registration records of the County of Riverside for the purpose of determining the number of voters registered to vote within the boundaries of Community Facilities District No. 2014-2 (Perris Valley Spectrum), of the City of Perris.

(C) There are 0 registered voters residing within the boundary of Community Facilities District No. 2014-2 (Perris Valley Spectrum), of the City of Perris.

IN WITNESS WHEREOF, I have executed this Certificate on this 20th day of November 2014.

Rebecca Spencer
Registrar of Voters

By: 
Art Tinoco
Chief Deputy Registrar of Voters

\$3,350,000 remain outstanding (the "Prior Bonds"), and paid the bonds through the special taxes on landowners in CFD 91-1. CFD 91-1 is located at the northwest corner of Perris Boulevard and Orange Avenue. However, the method for charging the special tax required owners of undeveloped property to pay for the public improvements at the same rate as owners of developed property, which resulted in a number of property owners becoming delinquent in payment of the special tax. This fact, combined with the high interest rate on the Prior Bonds, has created a challenge for the City in collecting special taxes to pay debt service obligations on the Prior Bonds.

To address this challenge, on January 13, 2015 the City Council held a public hearing and adopted Resolution No. 4802 ("Resolution of Formation") establishing Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris (the "District") to replace CFD 91-1, in order to issue bonds and refinance the bonds of CFD 91-1, provide a lower maximum special tax to landowners within the District, and encourage development. Accordingly, on January 13, 2015 the City Council held a public hearing determining the necessity to incur bonded indebtedness in an amount not to exceed \$4,000,000 within the District, and calling a special election in connection therewith. The City Council voted to adopt Resolution 4801, and a special election was called for 6:00 p.m. on April 14, 2015, which is within the time period permitted by the Mello-Roos Community Facilities Act (90-180 days following the public hearing.) The new special tax formula would charge developed property up to 100% of the tax first and then undeveloped.

As permitted, the election is a landowner election because there are no registered voters in the District, as determined by information received from the county. The measure to be voted on in the special election was submitted to the landowners within the District as Proposition A. Proposition A asks the landowners to (1) levy special taxes on property within the District in accordance with the rate and method of apportionment specified in the Resolution of Formation of the Council; (2) the issuance of bonded indebtedness; and the (3) establishment of an appropriations limit.

The election is an all mailed ballot election, and Resolution Number 4801 permitted filing of the impartial analysis and arguments related to the ballot measure, and the impartial analysis, ballots, and instructions were mailed to all landowners within the District. Notice of the Special Tax Election was issued on January 30, 2015. No arguments were received by the City Council. On April 6, 2015, the City held an informational public meeting for the voting landowners in order to answer questions regarding the special election and new special tax formula.

A two-thirds vote is needed on Proposition A in order to move forward with the new special tax formula and refinancing of the Prior Bonds.

The financing is intended to meet (at the time of issuance if a waiver is not requested) all City policies and procedures with respect to financing public improvements in connection with land development. The "not to exceed" bond amount for the District has been approved by the City Financial Advisor as \$4,000,000. The changed special

taxes are shown in the Rate and Method of Apportionment attached to Resolution Number 4802.

Upon conclusion of the Special Election, if Proposition A passes, staff recommends adoption of the Resolution Declaring Results of Special Election.

The City Council will adopt an ordinance levying taxes, subject to the refinancing. If the Prior Bonds are not refinanced, the Prior District remains in place.

BUDGET (or FISCAL) IMPACT:

None. Funds provided for by special taxes levied in the District.

Reviewed by:

City Attorney _____

Assistant City Manager *AK*

Attachments: Resolution Declaring Results of Special Election and Ordinance Levying Special Taxes

Consent:

Public Hearings: X

Business Item:

Other:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT, THE ISSUANCE OF BONDED INDEBTEDNESS AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT

The City Council of the City of Perris, California (the "City Council"), in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2014-2 (Perris Valley Spectrum) 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. 4801 adopted on January 13, 2015 (the "Resolution Calling Election") for the purpose of presenting to the qualified electors within the District, a proposition for the levy of a special tax ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 4802 adopted on January 13, 2015 (the "Resolution of Formation") and the issuance of bonded indebtedness; 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 April 14, 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, California, as follows:

Section 1. The above recitals are true and correct.

Section 2. The canvass of the votes cast in the District at the special election held in the District on April 14, 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 District for receipt by the Election Official on April 14, 2015, has received a ___ 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, and to issue, from time to time as it determines appropriate, bonds for the benefit of the District secured by such special tax.

Section 4. 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 CFD of the Special Tax described in Section 3 above:

- A** Such Special Tax shall be levied for the specific purposes set forth in Proposition A described in Section 3 hereof.
- B** The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C** The CFD 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 CFD, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 5. 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 6. This Resolution shall take effect immediately upon its adoption.

Section 7. 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 14th day of April, 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, 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 14th day of April, 2015, and that it was so adopted by the following vote:

A YES:

NOES:

ABSENT:

ABSTAIN:

By: _____
City Clerk

EXHIBIT "A"

CITY OF PERRIS, CALIFORNIA

**COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM)
OF THE CITY OF PERRIS**

**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, Nancy Salazar, 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. 2014-2 (Perris Valley Spectrum) 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 April 14, 2015, held in

**COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM)
OF THE CITY OF PERRIS**

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots cast within the Property within 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 14th day of April, 2015.

**CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2014-2 (PERRIS
VALLEY SPECTRUM) OF THE CITY OF PERRIS**

By: _____
City Clerk, Nancy Salazar

**CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION
April 14, 2015**

	Qualified Landowners Votes	Total Votes Cast	YES	NO
Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris , Special Election April 14, 2015				

PROPOSITION A SUBMITTED TO THE VOTER OF VOTERS:

PROPOSITION A: Shall Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris incur an indebtedness and be authorized to issue bonds in the maximum aggregate principal amount of \$4,000,000 with interest at a rate or rates established at such time as the bonds are sold in one or more series at fixed or variable interest rates, however not to exceed any applicable statutory rate for such bonds, the proceeds of which will be used to (1) refinance outstanding bonds of Community Facilities District 91-1 (Perris Valley Spectrum) of the City of Perris, which financed certain real or other tangible property, including all furnishings, equipment and supplies related thereto (collectively, the "Facilities"); and (2) finance the incidental expenses to be incurred in connection with refinancing the Facilities and forming and administering the District (the "Incidental Expenses"), as provided in the Resolution of the City Council of the City of Perris establishing the Community Facilities District No. 2014-2, (Perris Valley Spectrum) of the City of Perris (the "Resolution"); and shall a Special Tax be levied to pay the principal of and interest on such indebtedness and bonds and to pay directly the cost of refinancing of Facilities and Incidental Expenses as authorized in the Resolution; and shall an appropriations limit be established for Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris pursuant to Article XIIIB 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?

Dated: April 14, 2015

By: _____
City Clerk and Election Officer

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT

THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS DOES ORDAIN AS FOLLOWS:

Section 1. By the passage of this ordinance, the City Council authorizes the levy of a special tax at the rate and formula set forth in Exhibit "A" to Resolution No. 4802 adopted on January 13, 2015 (the "Resolution"), and which for reference purposes is attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. The City Council or its designee is hereby further authorized to determine, by ordinance, resolution, or by other action if permitted by then applicable law, on or before August 1 of each tax year, the specific special tax to be levied on each parcel of land in the Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris (the "District"). The special tax to be levied shall not exceed the maximum rates set forth in Exhibit "A", but the special tax may be levied at a lower rate. The City Clerk is authorized and directed to file with the county auditor on or before the 10th day of August of each tax year a certified copy of such ordinance or resolution accompanied by a list of all parcels subject to the special tax levy with the tax to be levied on each parcel.

Section 3. Properties or entities of the state, federal or other local governments shall be exempt from the above-referenced and approved special taxes only to the extent set forth in Exhibit A hereto and otherwise shall be subject to the tax consistent with the provisions of Section 53317.3 of the Mello-Roos Community Facilities Act of 1982 (the "Act") in effect as of the date of adoption of this Ordinance.

Section 4. All of the collections of the special taxes shall be used only as provided for in the Act and the Resolution. The special taxes shall be levied only so long as needed to accomplish the purposes described in the Resolution.

Section 5. The special taxes shall be collected from time to time as necessary to meet the financial obligations of the District on the secured real property tax roll in the same manner as ordinary ad valorem taxes are collected, or other procedures as may be adopted by the City Council. The City Manager and Finance Director are each hereby authorized and directed to provide or to cause to be provided all necessary information to the auditor/tax collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special taxes, so that the special taxes shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year until the bonds as defined in the rate and method attached as Exhibit "A" ("2014-2 Bonds"), and/or any other bonds

outstanding secured by the special taxes in the District, have been paid in full and/or cancelled, and provision has been made for payment of all of the administrative costs of the District. The special taxes may be subject to the same penalties and the same procedure, sale and lien priority in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Notwithstanding the foregoing, the City Manager or Finance Director may collect, or cause to be collected, one or more installments of the special taxes by means of direct billing by the District of the property owners within the District, if, in the judgment of the City Manager or Finance Director, such means of collection will reduce the administrative burden of the District in administering the District where it is otherwise appropriate in the circumstances. In such event, the special taxes shall become delinquent if not paid when due as set forth in any such respective billing to the property owners.

Whether the special taxes are levied in the manner provided in the first or the second preceding paragraph, the special taxes shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments.

Section 6. As a cumulative remedy, if any amount levied as a special tax for payment of bond interest or principal, together with any penalties and other charges accruing under this ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal of the 2014-2 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

Section 7. This Ordinance relating to the levy of the special taxes shall take effect immediately upon its final passage in accordance with the provisions of Section 36937(a) of the Government Code, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Government Code.

Section 8. 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 final passage by the City Council of this Ordinance.

Section 9. The Mayor shall sign this Ordinance and the City Clerk shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 10. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published as required by law.

ADOPTED, SIGNED and APPROVED this _____ day of _____ 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, acting as the legislative body of Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris, at a regular meeting held the ____ day of _____ 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
City Clerk, Nancy Salazar

EXHIBIT A

**COMMUNITY FACILITIES DISTRICT NO. 2014-2
(PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS**

RATE AND METHOD OF APPORTIONMENT

[ATTACHED]

EXHIBIT A

CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM)

RATE AND METHOD OF APPORTIONMENT

Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax shall be levied by the City on all Assessor's Parcels within CFD No. 2014-2 and collected each Fiscal Year, commencing no earlier than Fiscal Year 2015-16, in an amount sufficient to pay the Annual Costs, as defined herein, of the CFD No. 2014-2 and, all payments required under the Bond Documents for the Bonds and any supplements thereto. The Special Tax may be levied each fiscal year, to the extent, and in the manner herein provided.

A. DEFINITIONS

2014 Pledge Agreement means the agreement between the City of Perris on behalf of CFD No. 2014-2, CFD 91-1 and itself, and the Agency which memorializes the Agency Contribution to the Bonds.

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

Agency means the successor agency of the Redevelopment Agency of the City of Perris created to make payments on all enforceable obligations of the former redevelopment agency of the City or of the successor agency with respect to the refinancing of enforceable obligations, including the Agency Contribution.

Agency Contribution means for any fiscal year an amount equal to the Tax Increment Revenues to be received by the Agency in the such fiscal year as certified in a Report of an Independent Financial Consultant; provided that in no event shall the Agency Contribution in any fiscal year exceed an amount necessary, together with funds on deposit in the Bonds Fund, to pay (i) the debt service due on the bonds in such fiscal year; (ii) Administrative Expenses in such fiscal year, and (iii) the amount, if any, to increase the deposit in the Reserve Fund to the Reserve Requirement (the "Maximum Agency Contribution"). The Agency Contribution is subordinate to all outstanding or future bonded indebtedness of the Agency and any pass through payments pursuant to Section 33607.7 and 33607.5 of the Redevelopment Law or pass through agreements as provided in the 2014 Pledge Agreement. The Agency Contribution may be reduced by \$1 in each fiscal year to effectuate savings to the Agency or as otherwise described in the 2014 Pledge Agreement.

Annual Costs for any fiscal year equals the sum of (i) annual Debt Service for the current Bond

Year; (ii) the estimated administrative fees or expenses of the City for such fiscal year; (iii) the amount, if any, necessary to replenish the Revenue Fund on the Bonds to the level required under the Bond Documents; (iv) any other payment required under the Bond Documents and any amendment thereto; (v) less the Agency Contribution for such Fiscal Year.

Assigned Special Tax means the amount determined in accordance with Section C, which may be levied for each applicable Fiscal Year on an Assessor's Parcel of Taxable Property.

Assessor means the County Assessor.

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 parcels by Assessor's Parcel Number.

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

Authority is the City of Perris Joint Powers Authority.

Bond Documents means any fiscal agent agreement, indenture, trust agreement or similar document setting forth the terms of any Bonds.

Bond Year means the subsequent Calendar Year for which Debt Service is due and payable following the Fiscal Year for which Special Taxes are levied.

Bonds means any debt (as defined in the Act) of CFD No. 2014-2, whether in one series or more, secured by the levy of Special Taxes, of which, the first series of Bonds issued shall be used to defease the Prior Bonds.

Boundary Map means the "Map of Proposed Boundaries of Community Facilities District No. 2014-2, City of Perris, County of Riverside, State of California," filed October 24, 2014 in Book 77, Page 65 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

Building Permit means a permit for new construction for a residential or non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

Calendar Year means the period commencing January 1 of any year and ending the following December 31.

CFD Administrator means an official of the City, or designee thereof, responsible for determining the Annual Costs and providing for the levy and collection of the Special Taxes for CFD No. 2014-2.

CFD No. 91-1 means Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City

of Perris, originally formed by the City on January 28, 1991.

CFD No. 2014-2 means Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris, established for the sole purpose of refinancing CFD No. 91-1.

City means the City of Perris, California.

Debt Service for any fiscal year is the total annual principal and interest payment on the Bonds or Prior Bonds for the next succeeding March 1 (the March 1 in such fiscal year) and the following September 1 (September 1 in the next fiscal year), less investment earnings on the Reserve Fund available for that purpose and not required under the Bond Documents to be set aside in a separate account to be used to make payments to the United States pursuant to the federal tax laws, and less any capitalized interest and any other amounts on deposit in the Bond Fund under the Bond Documents as of the first day of such fiscal year.

Developed Property means an Assessor's Parcel of Taxable Property for which a Building Permit was issued on or before **March 1** preceding the Fiscal Year for which Special Taxes are being levied.

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

Maximum Special Tax means the maximum Special Tax determined in accordance with Section C, which may be levied for each applicable Fiscal Year on an Assessor's Parcel of Taxable Property.

Prior Bonds means the remaining outstanding Community Facilities District No. 91-1 of the City of Perris, 1991 Special Tax Bonds, dated April 1, 1991.

Resolution of Issuance is any Resolution adopted by the City authorizing the issuance of the Bonds to be secured by the levy of a Special Tax within the CFD No. 2014-2.

Special Tax is any tax authorized under Section 53340 of the California Government Code to be levied by the City within CFD No. 2014-2.

Tax Increment Revenues shall mean for each July 1-June 30 ("Fiscal Year") the total ad valorem tax revenues generated within the Site in a Fiscal Year, which revenues are allocated to and actually received by Successor Agency for such Successor Agency Fiscal Year pursuant to Section 33670(b) of the California Health and Safety Code, minus the amount of such revenues set aside pursuant to sections 33334.2 and 33334.3 of said Redevelopment Law for low and moderate-income housing purposes, and minus such amounts as may be allocated or required to be paid to or for the benefit of the County of Riverside and any other taxing entities pursuant to an agreement entered into pursuant to former Health and Safety Code Section 33401. In the event Available Tax Increment Revenues decrease or are eliminated, then for purposes of the 2014 Pledge Agreement, the Available Tax Increment Revenues shall be deemed to mean the form of tax or revenue which the Successor Agency receives in total or partial replacement of such Available Tax Increment Revenues, including funds constituting Available Tax Increment Revenues under the Dissolution Law deposited from time to time in the Redevelopment Property Tax Fund established pursuant to Health and Safety Code Section 34170.5(a) of the Law and administered by the auditor controller of the County of Riverside, constituting part of the Dissolution Law. Tax Increment Revenues are further limited as provided in the 2014 Pledge Agreement by and between the City (on behalf of CFD 91-1 and CFD 2014-2) related to the Agency Contribution.

Taxable Lot Square Footage or TLSF is all of the area of an Assessor's Parcel within CFD No. 2014-2, which is not exempt from the Special Tax pursuant to Section 53311, et. seq. of the California Government Code.

Taxable Property means all Assessor's Parcels that are not exempt from the Special Tax pursuant to the Act.

Trustee means the trustee, fiscal agent, or paying agent under the Bond Documents.

Undeveloped Property means all Assessor's Parcel for which a Building Permit has not been issued on or before **March 1**, preceding the Fiscal Year for which Special Taxes are being levied.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2015-16, each Assessor's Parcel shall first be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property or Undeveloped Property. Commencing with Fiscal Year 2015-16 and for each subsequent Fiscal Year, all Taxable Property shall be subject to the levy of Special Taxes pursuant to Section C below.

C. MAXIMUM SPECIAL TAXES

Each Fiscal Year commencing the later of the issuance of the Bonds to refund the Prior Bonds or in Fiscal Year 2015-16, each taxable Assessor's Parcel shall be subject to the Special Tax. The Maximum Special Tax shall be equal to \$0.2645 per TLSF.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing in Fiscal Year 2015-16 and for each subsequent Fiscal Year as provided in Section G, the CFD Administrator shall levy a Special Tax on all Taxable Property until the total amount of Special Taxes levied equals the Annual Costs in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property, up to 100% of the applicable Maximum Special Tax for such Fiscal Year to fund the Annual Costs.

Step Two: If additional monies are needed to fund the Annual Costs after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax.

E. MANNER OF COLLECTION

The collection of Special Taxes for CFD No. 2014-2 shall commence in Fiscal Year 2015-16 provided that the Prior Bonds have been refunded. The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Taxes may be billed and collected at a different time or in a different manner if necessary to meet the

financial obligations of CFD No. 2014-2.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F.

“Administrative Fee” equal the fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption.

“Outstanding Bonds” means all previously issued Bonds which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year.

“Reserve Fund Credit” shall equal the lesser of (i) the expected reduction in the applicable reserve fund requirement (as defined in the Bond Documents), if any, following the redemption of Outstanding Bonds from proceeds of the prepayment or (ii) the amount derived by subtracting the new reserve fund requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than \$0.

The Special Tax obligation of an Assessor’s Parcel of Taxable Property may be prepaid in full, provided that there are a) no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor’s Parcel at the time that the Special Tax obligation would be prepaid, and b) the amount of Special Taxes that may be levied on Taxable Property, net of reasonably estimated annual administrative expenses, is at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

The Prepayment Amount for an Assessor’s Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor’s Parcel intending to prepay all or a part of the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of a non-refundable deposit determined by the CFD Administrator as necessary to cover the cost to be incurred by CFD No. 2014-2 in calculating the proper amount of a prepayment. Within 30 business days of receipt by the CFD Administrator of the non-refundable deposit, the CFD Administrator shall notify such owner of the prepayment amount for the applicable Assessor’s Parcel. Prepayment must be made not less than 60 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Bond Documents.

The Prepayment Amount for each applicable Assessor’s Parcel or group of Assessor’s Parcels shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Defeasance Amount
plus	Administrative Fee
<u>less</u>	<u>Reserve Fund Credit</u>

equals Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Special Tax applicable to such Assessor's Parcel by taking the product of \$0.2645 and the Taxable Lot Square Footage of such Assessor's Parcel.
2. For each Assessor's Parcel intending to prepay, divide the Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Special Tax applicable to all Assessor's Parcels of Taxable Property within CFD No. 2014-2 using the same approach identified in Step 1, excluding the Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
3. For each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2, by the Outstanding Bonds. Sum up the product of each of the parcels to be prepaid, and round up to the nearest \$5,000 increment to calculate the "Bond Redemption Amount," for such Assessor's Parcel(s).
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Tax levied on and paid, for the Assessor's Parcel in the current Fiscal Year and the portion of Outstanding Bonds.
6. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount until the next available redemption date for the Outstanding Bonds less an Administrative Fee (as listed in the definitions above).
7. Subtract the amount computed pursuant to paragraph 6 from the result computed pursuant to paragraph 5. This difference is the "Defeasance Amount."
8. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Defeasance Amount, and the Administrative Fee, less the Reserve Fund Credit (as listed in the definitions above).

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the CFD Administrator shall indicate in the records of CFD No. 2014-2 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

G. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's

Parcels of Taxable Property in accordance with Section D but in no event shall the Special Tax be levied on an Assessor Parcel after Fiscal Year 2020-21. If any delinquencies for Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may continue to be levied on delinquent parcels to the extent necessary to reimburse CFD No. 2014-2 for any uncollected Special Taxes.

H. CESSATION OF SPECIAL TAX IN CFD NO. 91-1

Following the issuance of the Bonds, the City, on behalf of CFD 91-1, may cease to levy or collect special taxes in CFD 91-1 pursuant to Government Code Section 53330.5 and the Act. To evidence such cessation, CFD No, 91-1 may record a notice of cessation of the special tax in the office of the County Recorder of the County of Riverside. Any cessation of the special tax to pay the 91-1 Bonds may provide for the forgiveness of past due or current delinquent taxes in CFD No. 91-1 as determined by CFD No. 91-1.

I. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund will only occur in the final Fiscal Year of Outstanding Bonds and for each prior Fiscal Year a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

CITY COUNCIL / PERRIS JOINT POWERS AUTHORITY
AGENDA SUBMITTAL

Meeting Date April 14, 2015

SUBJECT: Refinance of prior bonds associated with CFD No. 91-1
(Perris Valley Spectrum)

The District consists of a 54.21 acre rectangular shaped parcel of land generally located at the northwest corner of Perris Boulevard and Orange Avenue within the City of Perris.

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 IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS; AUTHORIZING THE ISSUANCE OF ITS SPECIAL TAX BONDS, 2015 SERIES C \$3,500,000; TO REFINANCE THE PRIOR BONDS OF THE 1991 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***
2. ***A RESOLUTION OF THE PERRIS JOINT POWERS AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$3,500,000 OF ITS PERRIS JOINT POWERS AUTHORITY LOCAL AGENCY REFUNDING REVENUE BONDS (CFD NO. 2014-2 (PERRIS VALLEY SPECTRUM), 2015 SERIES C, THE PURCHASE OF BONDS ISSUED BY COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) 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***
3. ***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 91-1 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS, APPROVING AN ESCROW AGREEMENT IN CONNECTION WITH A REFUNDING OF ITS 1991 SPECIAL TAX BONDS***

CONTACT: Ron Carr, Assistant City Manager

BACKGROUND/DISCUSSION:

1. Formation of the Districts and Issuance of the Prior District Bonds

Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris (the "1991 District" or "Prior District") was formed on January 28, 1991, pursuant to Resolution No. 1913 and the Mello-Roos Community Facilities Act of 1982 (the "Act"). At a special election held pursuant to the Act the City approved the levy of a special tax pursuant to a rate and method of apportionment (the "1991 RMA").

On March 11, 1991, the City Council authorized the issuance of the Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris 1991 Special Tax Bonds (the "1991 Bonds" or "Prior District Bonds") in the aggregate principal amount of 8,010,000, of which \$3,350,000 are outstanding. The Prior District Bonds are secured by special tax revenue generated within the District.

The method for charging the special tax requires owners of undeveloped property to pay for public improvements at the same rate as owners of developed property, which has resulted in a number of property owners becoming delinquent in payment of the special tax. This fact, combined with the high interest rate on the Prior District Bonds, has created a challenge for the City in collecting special taxes from undeveloped property to pay its debt service obligations on the Prior District Bonds.

As such, in order to address the delinquency issue, the City Council, formed Community Facilities District 2014-2 (Perris Valley Spectrum) pursuant to Resolution No. 4802 ("Resolution of Formation") and the Act. The purpose of the District, which has identical boundaries to the 1991 District, is to replace the 1991 District upon the issuance of bonds defeasing all bonded debt of this Prior District, provide a lower maximum special tax to landowners within the District, and encourage development.

Pursuant to its Resolution of Formation, Resolution No. 4801 adopted on January 13, 2015, and the Resolution Declaring the Results of the Special Election (collectively the "Resolutions"), adopted by the legislative body of the District on April 14, 2015, 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 April 14, 2015 in addition to the levy of a special tax (the "Special Tax") in accordance with a rate and method of apportionment (the "New RMA").

2. The Refunding Bonds

In order to refund and/or cancel the Prior District Bonds, the City Council, acting as the legislative body of the District, will approve the delivery of its Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris Special Tax Refunding Bonds, 2015 Series (the "District Bonds") in a principal amount not to exceed \$3,500,000. The true interest cost will be a not to exceed 4.5% amount, although it is likely the District may achieve a rate under 3%.

The District Bonds will be secured by special taxes levied within the District, pursuant to the New RMA. The District Bonds will be sold to the Perris Joint Powers Authority (the "Authority"), and the proceeds of that sale will be used to refund and discharge the Prior District Bonds.

The Authority proposes to issue its Local Agency Refunding Revenue Bonds (CFD No. 2014-2 Refunding), 2015 Series C, in an aggregate principal amount not to exceed \$3,500,000 (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 Prior District Bonds will then be cancelled.

Adoption of the attached resolutions will authorize (a) the issuance of the District Bonds in a principal amount not to exceed \$3,500,000, (b) the issuance of the Authority Bonds in a principal amount not to exceed \$3,500,000, and (c) the discharge, pay-off, and/or cancellation of the Prior District Bonds. The resolutions will also authorize the execution and delivery of the documents described below.

3. Savings from the Refunding

Staff has examined the Prior District Bonds and determined that this refunding is advantageous to effect savings on special taxes. Currently, the special tax pursuant to the 1991 RMA charges property owners of undeveloped property at the same rate as developed property. Under the New RMA, only developed property will be charged the special tax. Furthermore, the special tax in the District will be no more than \$0.2645 per lot square foot. The 1991 RMA had a maximum special tax of \$0.4022 per lot square foot. Therefore, property owners of developed property can expect a reduction in the maximum special tax levied under the New RMA.

The financial advisor expects a total savings of approximately \$1,837,672. This represents an overall savings of 13.057%. These figures do not include any amount of contribution from JD Pierce Co., which could be between \$500,000 to \$1.2 Million (likely around 750k) which will also be used to pay down the Prior District Bonds, assuming Pierce can get the sign off he needs from other property owners.

These amounts are calculated by the Financial Advisor based on market conditions at the time of calculation, and are subject to change depending on the market prior to issuance. However, the attached resolutions contain a maximum interest rate of 4.5% to insure sufficient savings are generated. It is likely the interest rate will be lower.

4. The Documents for the Refunding

Each document required for the refunding 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 refunding:

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.

Escrow Agreement: The Prior District Bonds will be refunded pursuant to an Escrow Deposit and Trust Agreement (the "Escrow Agreement") between the Authority, the District, the Prior District and U.S. Bank National Association as Escrow Agent. The Escrow Agreement describes the deposit of money and requirements to pay off or cancel the Prior District Bonds.

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 4.5% 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 refinancing, 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.

Pledge Agreement. This is an agreement between the Prior District, the District, the Successor Agency to the Dissolved Redevelopment Agency (“Agency”) and the City wherein the Agency agrees to contribute the taxes constituting former tax increment from the District to the CFD to pay debt service on the Bonds. The contribution is about 220k per year and will likely increase by 2% per year depending on the increase in assessed values. This would replace the contribution to the 91-1 District. The District is still waiting for sign off on the Department of Finance (“DOF”) on this Agreement and the pledge but expects to have it prior to the bonds being issued. The pledge may be senior or subordinate to outstanding redevelopment debt. This agreement has already been approved by the City, the Prior District and the Successor Agency and the Oversight Board.


The closing date will be on or around June 25, 2015 with the defeasance occurring at closing and pay-off approximately 30 days later. The refunding will constitute a current refunding for the purposes of the federal tax law. Staff recommends the adoption of the three resolutions related to the transaction.

BUDGET (or FISCAL) IMPACT:

None. Costs will be paid from special taxes or from the proceeds of the bonds.

Reviewed by:

City Attorney _____

Assistant City Manager 

Attachments: Three 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. Escrow Agreement by and between the Authority, the District, and the Escrow Agent
4. Indenture by and between the Authority and Trustee
5. Purchase Contract, by and between the Authority, the District, and the Underwriter
6. Preliminary Official Statement
7. Continuing Disclosure Agreement
8. Pledge Agreement.

Consent:

Public Hearing:

Business Item:

Other:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS; AUTHORIZING THE ISSUANCE OF ITS SPECIAL TAX BONDS, 2015 SERIES C IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,500,000; TO REFINANCE THE PRIOR BONDS OF THE 1991 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

WHEREAS, the City Council (the "City Council") of the City of Perris (the "City"), previously formed Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris ("1991 District") by adoption of Resolution of 1913 on January 28, 1991 pursuant to 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, at a special tax election held pursuant to the Act, the electors at the time within the 1991 District voted in favor of the levy of special taxes pursuant to the respective Rate and Method of Apportionment ("1991 RMA"); and

WHEREAS, on March 11, 1991, the City Council authorized the issuance of the Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris 1991 Special Tax Bonds (the "1991 Bonds" or "Prior District Bonds") in the aggregate principal amount of 8,010,000, of which \$3,350,000 are outstanding; and

WHEREAS, due to high delinquencies in the 1991 District, and the "1991 RMA" which requires undeveloped property to pay for public improvements at the same rate as developed property, the City Council has determined that it is in the best interests of the 1991 District to prepay the 1991 Bonds and special taxes associated therewith ("Refinance Plan"); and

WHEREAS, in order to accomplish the Refinance Plan, the City Council determined to form a new community facilities district to levy special taxes within the area of 1991 District and apportion the special taxes in a manner that spurs further development within the area, and issue a new series of bonds to refund the 1991 Bonds; and

WHEREAS, the City Council of the City (hereinafter sometimes referred to as the "legislative body of the District") has, pursuant to its Resolution No. 4776 (the "Resolution of Intention") adopted on October 14, 2014, and Resolution No. 4802 (the "Resolution of Formation") adopted on January 13, 2015, heretofore undertaken proceedings and declared the necessity of Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris (the "District") to issue bonds pursuant to the terms and provisions of the Act; and

WHEREAS, pursuant to its Resolution of Formation, Resolution No. 4801, and Resolution Declaring the Results of the Special Election (collectively the “Resolutions”), adopted by the legislative body of the District on April 14, 2015, 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 April 14, 2015 in addition to the levy of a special tax (the “Special Tax”) in accordance with a rate and method of apportionment (the “New RMA”); and

WHEREAS, Pursuant to Section 53313.5(g) of the Act, a community facilities district may pay in full all amounts necessary to pay, repay, or defease any obligation to pay or any indebtedness secured by any tax, fee, charge or assessment levied within the area of the community facilities district or may pay debt service on that indebtedness; 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 \$3,500,000; 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, to pay off, refund, cancel or defease the 1991 District’s outstanding 1991 Bonds, which financed certain costs of facilities provided to the Prior District, including public capital improvements which the District is authorized to finance; and

WHEREAS, the District desires to accomplish the refinancing of certain public capital improvements through the issuance of bonds in an aggregate principal amount not to exceed \$3,500,000 designated as the “Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris Special Tax Refunding 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 Refunding Revenue Bonds (CFD No. 2014-2 (Perris Valley Spectrum)), 2015 Series C (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, and the refunding, cancellation or defeasance of the Prior District 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), the Escrow 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 that refunding, cancelling or defeasing of the Prior District Bonds will effect savings; and

WHEREAS, pursuant to an Agreement (the "Pledge Agreement") to be entered into by and between the City of Perris on behalf of the District, the 1991 District, and the Successor Agency to the Dissolved Redevelopment Agency of the City of Perris (the "RDA"), a successor agency duly existing under the law (the "Successor Agency"), the Successor Agency has agreed to contribute certain property tax revenues to the District in a similar manner to the contribution to the 1991 District by the Redevelopment Agency of the City of Perris.

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 assessed values at the County) 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. 2014-2 (Perris Valley Spectrum) 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 refinancing capital improvements and public facilities in the District and effectuate the refunding, cancellation or defeasance of the Prior District Bonds.

Section 3. The issuance of the District Bonds in a principal amount not to exceed \$3,500,000 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 4.5% 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. The form of the Escrow Deposit and Trust Agreement, by and among the Authority, the District, the 1991 District and U.S. Bank National Association, as Escrow Agent (the "Escrow Agreement"), a form 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 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 Escrow Agreement.

Section 11. The form of the Pledge Agreement, a form 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 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 Pledge Agreement.

Section 12. 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 the assessed value of the real property within the District as shown in the records of the County. The District has not prepared an appraisal in connection with the refinancing of the District because the District has already been developed, and therefore, the City waives any requirement in the City's policies related to an appraisal.

Section 13. 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, including demonstrable savings in effective interest rate.

Section 14. 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 15. 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 16. 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 17. 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 18. 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 19. This resolution shall take effect and be enforceable immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 14th day of April, 2015.

MAYOR OF THE CITY OF PERRIS

Attest:

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 14th day of April, 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 \$3,500,000 OF ITS PERRIS JOINT POWERS AUTHORITY LOCAL AGENCY REFUNDING REVENUE BONDS (CFD NO. 2014-2 (PERRIS VALLEY SPECTRUM), 2015 SERIES C, THE PURCHASE OF BONDS ISSUED BY COMMUNITY FACILITIES DISTRICT NO. 2014-2 (PERRIS VALLEY SPECTRUM) 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 of Perris (the "City"), previously formed Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris ("1991 District") by adoption of Resolution of 1913 on January 28, 1991 pursuant to 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, on March 11, 1991, the City Council authorized the issuance of the Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris 1991 Special Tax Bonds (the "1991 Bonds" or "Prior District Bonds") in the aggregate principal amount of 8,010,000, of which \$3,350,000 are outstanding; and

WHEREAS, due to high delinquencies in the 1991 District, and the "1991 RMA" which requires undeveloped property to pay for public improvements at the same rate as developed property, the City Council has determined that it is in the best interests of the 1991 District to prepay

the 1991 Bonds and special taxes associated therewith (“Refinance Plan”); and

WHEREAS, in order to accomplish the Refinance Plan, the City Council determined to form a new community facilities district to levy special taxes within the area of 1991 District and apportion the special taxes in a manner that spurs further development within the area, and issue a new series of bonds to refund the 1991 Bonds; and

WHEREAS, the City Council of the City, (hereinafter sometimes referred to as the “legislative body of the District”) has, pursuant to its Resolution No. 4776 (the “Resolution of Intention”) adopted on October 14, 2014, and Resolution No. 4802 (the “Resolution of Formation”) adopted on January 13 2015, heretofore undertaken proceedings and declared the necessity of Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris (the “District”) to issue bonds pursuant to the terms and provisions of the Act; and

WHEREAS, pursuant to its Resolution of Formation, Resolution No. 4801, and Resolution Declaring the Results of the Special Election (collectively the “Resolutions”), adopted by the legislative body of the District on April 14, 2015, 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 April 14, 2015, in addition to the levy of a special tax (the “Special Tax”) in accordance with a rate and method of apportionment (the “New 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 \$3,500,000; 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, to refund, cancel or defease the Prior District’s outstanding 1991 Bonds, which financed certain costs of facilities provided to the Prior District, including public capital improvements which the District is authorized to finance; and

WHEREAS, the District desires to accomplish the payoff of the 1991 Bonds through the issuance of bonds in an aggregate principal amount not to exceed \$3,500,000 designated as the “Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris Special Tax Refunding 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 Refunding Revenue Bonds (CFD No. 2014-2

(Perris Valley Spectrum), 2015 Series C (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 to refund, cancel, or defease the Prior District Bonds pursuant to an Escrow Deposit and Trust Agreement, by and among the Authority, the District, and U.S. Bank National Association, as escrow bank (the "Escrow Agreement"); 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 are true and correct and are 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 and effectuating the refunding or cancellation of the Prior District Bonds.

Section 3. The issuance of the Authority Bonds in a principal amount not to exceed \$3,500,000 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 4.5% 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 proposed form of the Escrow Agreement on file with the Secretary of the Authority is hereby approved, the form of which will be used in connection with the refunding, cancellation, and/or defeasance of the Prior District Bonds. Each Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute the Escrow Agreement. Approval of any additions or changes in such form shall be conclusively evidenced by such execution and delivery of the Escrow Agreement.

Section 9. 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 10. 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 11. The Authority appoints the following consultants to serve in connection with the refunding 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 12. 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 14th day of April, 2015, by the following vote:

CHAIRPERSON OF THE PERRIS JOINT POWERS
AUTHORITY

ATTEST:

SECRETARY OF THE PERRIS
JOINT POWERS AUTHORITY

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
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 14th day of April, 2015, and that the same was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
SECRETARY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 91-1 (PERRIS VALLEY SPECTRUM) OF THE CITY OF PERRIS, APPROVING AN ESCROW AGREEMENT IN CONNECTION WITH A REFUNDING OF ITS 1991 SPECIAL TAX BONDS

WHEREAS, the City Council (the “City Council”) of the City of Perris (the “City”), previously formed Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris (“1991 District” or “Prior District”) by adoption of Resolution of 1913 on January 28, 1991 pursuant to 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, at a special tax election held pursuant to the Act, the electors at the time within the 1991 District voted in favor of the levy of special taxes pursuant to the respective Rate and Method of Apportionment (“1991 RMA”); and

WHEREAS, on March 11, 1991, the City Council authorized the issuance of the Community Facilities District No. 91-1 (Perris Valley Spectrum) of the City of Perris 1991 Special Tax Bonds (the “1991 Bonds” or “Prior District Bonds”) in the aggregate principal amount of 8,010,000, of which \$3,350,000 are outstanding; and

WHEREAS, due to high delinquencies in the 1991 District, and the “1991 RMA” which requires undeveloped property to pay for public improvements at the same rate as developed property, the City Council has determined that it is in the best interests of the 1991 District to prepay the 1991 Bonds and special taxes associated therewith (“Refinance Plan”); and

WHEREAS, in order to accomplish the Refinance Plan, the City Council determined to form a new community facilities district to levy special taxes within the area of 1991 District and apportion the special taxes in a manner that spurs further development within the area, and issue a new series of bonds to refund the 1991 Bonds; and

WHEREAS, the City Council of the City (hereinafter sometimes referred to as the “legislative body of the District”) has, pursuant to its Resolution No. 4776 (the “Resolution of Intention”) adopted on October 14, 2014, and Resolution No. 4802 (the “Resolution of Formation”) adopted on January 13, 2015, heretofore undertaken proceedings and declared the necessity of Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris (the “District”) to issue bonds pursuant to the terms and provisions of the Act; and

WHEREAS, pursuant to its Resolution of Formation, Resolution No. 4801, and Resolution Declaring the Results of the Special Election (collectively the “Resolutions”), adopted by the legislative body of the District on April 14, 2015, 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 April 14, 2015 in addition to the levy of a special tax (the "Special Tax") in accordance with a rate and method of apportionment (the "New 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 \$3,500,000; 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, to refund, cancel or defease the Prior District's outstanding 1991 Bonds, which financed certain costs of facilities provided to the Prior District, including public capital improvements which the District is authorized to finance; and

WHEREAS, the District desires to accomplish the payoff of the 1991 Bonds through the issuance of bonds in an aggregate principal amount not to exceed \$3,500,000 designated as the "Community Facilities District No. 2014-2 (Perris Valley Spectrum) of the City of Perris Special Tax Refunding 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 Refunding Revenue Bonds (CFD No. 2014-2 (Perris Valley Spectrum)), 2015 Series C (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, in order to refund, cancel, or defease the Prior District Bonds in connection with the refunding, the City now desires to enter into an escrow agreement (the "Escrow Agreement") by and among the Authority, the Prior District, the District, and U.S. Bank National Association as escrow bank (the "Escrow Agreement").

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. 91-1 (Perris Valley Spectrum) 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 Authority.

Section 2. The proposed form of the Escrow Agreement on file with the City Clerk, is hereby approved, the form of which will be used in connection with the refunding, cancellation, and/or defeasance of the Prior District Bonds. The Mayor, City Manager, Assistant City Manager or Finance Director (each an "Authorized Officer") is hereby authorized and directed, for and in the name and on behalf of the Authority, the District, and the Prior District, to execute the Escrow Agreement. Approval of any additions or changes in such form shall be conclusively evidenced by such execution and delivery of the Escrow Agreement. The

Authorized Officers may take such action as necessary to effectuate the pay off and refinancing contemplated herein.

Section 3. 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 Public Financing Authority on this 14th day of April, 2015, by the following vote:

CHAIRPERSON

ATTEST:

SECRETARY

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
PERRIS PUBLIC FINANCING AUTHORITY)

I, Nancy Salazar, City Clerk of the City of Perris, hereby certify that Resolution No. _____ was adopted by the City at a regular meeting held on the 14th day of April, 2015, and that the same was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY CLERK