



*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**

**PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDER N-29-20
THIS MEETING WILL BE CONDUCTED AS A REMOTE MEETING VIA ZOOM**

Tuesday, November 10, 2020

6:30 P.M.

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

CLOSED SESSION: 5:30 P.M.

ROLL CALL:

Corona, Rabb, Rogers, Magaña, Vargas

- A. Conference with Legal Counsel – Anticipated Litigation
Government Code Section 54956.9(d)(4) – one case
- B. Public Employee Appointment-Interim City Manager
Government Code Section 54957 (b)(1)

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

2. *ROLL CALL:*

Corona, Rabb, Rogers, Magaña, Vargas

3. *INVOCATION:*

4. PLEDGE OF ALLEGIANCE:

Councilmember Corona will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS: NO PRESENTATIONS

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.

7. APPROVAL OF MINUTES:

- A. Consideration to approve the Minutes of the Regular Joint Meeting held on October 27, 2020, of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

8. CONSENT CALENDAR:

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

- A. Consideration to adopt the Second Reading of Ordinance Number (next in order) adjusting compensation for the Mayor and Councilmembers and codifying the City's policy on vehicle allowances for the Mayor and Councilmembers.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING PERRIS MUNICIPAL CODE SECTIONS 2.16.010 AND 2.16.020 TO ADJUST THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL AND TO CODIFY THE CITY'S VEHICLE ALLOWANCE POLICY FOR MEMBERS OF THE CITY COUNCIL

- B. Consideration to approve an RBBD Improvement and Credit/Reimbursement Agreement with Duke Realty Limited Partnership for Improvements Required for DPR 17-00002, located on Perris Boulevard south of Markham Street.
- C. Consideration to approve a Basin Maintenance and Letter of Credit Agreement with Stratford Ranch Investors, LLC for maintenance of a borrow site at the northwest corner of Ramona Expressway and Evans Road.

- D. Consideration to adopt Resolution Numbers (next in order) accepting the Offers of Dedication for public purposes from PP, LLC, located along Morgan Street and Redlands Avenue.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (APNS 303-120-002, 303-120-009, and 303-120-024)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (APNS 303-120-008, 303-120-009, 303-120-010, and 303-120-011)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (APNS 303-120-002, 303-120-009, 303-120-021, 303-120-022, and 303-120-024)

- E. Consideration to adopt Resolution Numbers (next in order) regarding annexation of Parcel Map (PM) 37457 to Maintenance District Number 84-1. Located at the northwest corner of Indian Avenue and Ramona Expressway. (Owner: IDIL Ramona, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PM 37457 INTO MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PM 37457 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

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

ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37457 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 JANUARY 12, 2021

- F. Consideration to adopt Resolution Numbers (next in order) regarding annexation of Parcel Map (PM) 37457 to Landscape Maintenance District Number 1. Located at the northwest corner of Indian Avenue and Ramona Expressway. (Owner: IDIL Ramona, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 153 PM 37457 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PM 37457 TO BENEFIT ZONE 153, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 153, 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 153, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37457 TO BENEFIT ZONE 153, 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 JANUARY 12, 2021

- G. Consideration to adopt Resolution Number (next in order) regarding annexation of Parcel Map 37457 to Flood Control Maintenance District Number 1. Located at the northwest corner of Indian Avenue and Ramona Expressway. (Owner: IDIL Ramona, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PM 37457 TO BENEFIT ZONE 118, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 12, 2021

- H. Consideration to authorize a Budget Adjustment for the Perris Boulevard Parkway and Medians Landscape Project (\$121).
- I. Consideration to adopt Resolution Number (next in order) in support of updating the 2010 March ARB/Inland Port Joint Land Use Study.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TO SUPPORT THE CREATION OF A MARCH AIR RESERVE BASE COMPATIBILITY USE STUDY UPDATE (CUS) OF THE 2010 MARCH AIR RESERVE BASE/INLAND PORT JOINT LAND USE STUDY (2010 JLUS) TO ASSURE COMPATIBLE LAND USES NEAR MARCH AIR RESERVE BASE TO PROTECT THE FUTURE AVIATION OPERATIONS OF THE UNITED STATES MILITARY

- J. Consideration to adopt Resolution Number (next in order) amending the rubbish collection charges pursuant to the agreement with CR&R.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING RUBBISH COLLECTION CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS MUNICIPAL CODE AND RESCINDING RESOLUTION NUMBER 5555

- K. Consideration to approve the acquisition of an off-road vehicle and trailer for Police Services.

9. PUBLIC HEARINGS:

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

- A. Consideration to adopt Resolution Number (next in order) approving the City's CDBG 2019-2020 First Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
APPROVING THE 2019-2020 FIRST PROGRAM YEAR CONSOLIDATED
ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

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

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

- A. Consideration to approve an extension to the agreement with Nielsen Merksamer Parrinello Gross & Leoni LLP for Legislative Advocacy and Lobbying Services.
- B. Consideration to authorize the City Engineer to solicit proposals from the short consultant list adopted by the Riverside County Transportation Department for environmental engineering services and to approve the proposed project management hourly rates for the Harley Knox Interchange Project.

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

12. COUNCIL COMMUNICATIONS:

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

This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing

portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall at (951) 943-6100. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

COVID-19 REMOTE PUBLIC COMMENT/CITIZEN PARTICIPATION

With the intent of adhering to the new community guidelines from the Center for Disease Control, the City of Perris will allow for remote public comment and participation at upcoming City Council meetings via Zoom. Public Comment is limited to three (3) minutes.

ZOOM MEETING INFORMATION

When: November 10, 2020 06:30 PM Pacific Time (US and Canada)

Topic: City Council Meeting

In order to provide Public Comment participants will be required to register at the following link:

https://zoom.us/webinar/register/WN_2SwF3YeSSG2m3S6ptuG4LQ

After registering, you will receive a confirmation email containing information about joining the meeting.

During the council meeting, if you wish to speak for public comment on any item, please select the raise hand icon next to your name. The moderator will grant you access to speak. Public Comment is limited to (3) three minutes.

THE CITY COUNCIL MEETING IS AVAILABLE FOR VIEWING AT THE FOLLOWING:

City's Website:

<https://www.cityofperris.org/government/city-council/council-meetings>

YouTube:

<https://www.youtube.com/channel/UC24S1shebXkJFv3BnxdkPpg>

Facebook:

<https://www.facebook.com/PerrisToday/>

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



7.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on October 27, 2020.

CONTACT: Nancy Salazar, City Clerk *du for*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

Prepared by: Judy L. Haughney, CMC, Assistant City Clerk *du*

REVIEWED BY:

City Attorney _____
Assistant City Manager *[Signature]*
Finance Director *ER*

Attachments:

Consent:
Public Hearing:
Business Item:
Presentation:
Other: Approval of Minutes

CITY OF PERRIS

MINUTES:

Date of Meeting: October 27, 2020

06:30 PM

Place of Meeting: City Council Chambers

Pursuant to Governor Gavin Newsom's Executive Order N-29-20, this meeting was conducted as a remote meeting via Zoom.

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

Mayor Vargas called the Regular City Council meeting to order at 6:30 p.m.

2. **ROLL CALL:** _____

Present: Magaña, Corona, Rabb, Rogers, Vargas

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer McKibbin, Assistant City Manager Miramontes, Assistant City Manager Carlos, Chief Information Officer Cervantes, Director of Community Services Chavez, Director of Finance Reyna, Interim Director of Administrative Services Amozgar, Interim Director of Public Works Indrawan and City Clerk Salazar.

3. **INVOCATION:**

Mayor Pro Tem Rogers gave the Invocation.

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Magaña led the Pledge of Allegiance.

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

There was no Closed Session.

6. **PRESENTATIONS/ANNOUNCEMENTS:**

There were no Presentations.

7. **APPROVAL OF MINUTES:**

Approved the Minutes of the Regular Joint Meeting held on September 29, 2020, of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

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

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

Councilmember Magaña requested that item 8.H. be pulled for separate consideration.

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

- A. Adopted the Second Reading of Ordinance Number 1393 approving Zone Change 16-05218 to change the land use designation of approximately 24.1 acres from R-10,000 to R-6,000 to facilitate a 90 single-family lot subdivision with two (2) lettered lots (A and B) and a 30.7-acre lot borrow site located at the northwest corner of Ramona Expressway and Evans Road. Applicant: Jason Keller, Mission Pacific Land Company.

The Second Reading of Ordinance Number 1393 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ZONE CHANGE NO. 16-05218 TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 24.1 ACRES FROM "R-10,000" TO "R-6,000" TO FACILITATE A 90 SINGLE-FAMILY LOT SUBDIVISION WITH TWO (2) LETTERED LOTS (A AND B) LOCATED AT THE NORTHWEST CORNER OF RAMONA EXPRESSWAY AND EVANS ROAD, AND MAKING THE FINDINGS IN SUPPORT THEREOF

- B. Adopted the Second Reading of Ordinance Number 1394 which amends the City's Regulations for Civil Enforcement of Violations of the Perris Municipal Code and Ordinances (including recovery of related Attorney's fees and costs).

The Second Reading of Ordinance Number 1394 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SECTIONS 1.04.010 AND 1.16.005 OF THE PERRIS MUNICIPAL CODE AND ADDING CHAPTER 1.17 TO TITLE 1 OF THE PERRIS MUNICIPAL CODE, WHICH AMENDS THE CITY'S REGULATIONS FOR THE CIVIL ENFORCEMENT OF THE PERRIS MUNICIPAL CODE AND ORDINANCE VIOLATIONS (INCLUDING RECOVERY OF RELATED ATTORNEYS' FEES AND COSTS)

- C. Approved a Development Impact Fee (DIF) Improvement and Credit/Reimbursement Agreement with EMARRA, LP, for improvements required for Conditional Use Permit (CUP) 16-05168, a convenience store located in the Motte Town Center at the corner of Ethanac Road and Trumble Road.
- D. Approved Contract Services Agreements with Safe Built/ESGIL and Safe Built/Interwest for Building Review Plan Services.
- E. Approved a Lease Agreement for property located at 11 South D Street, APN 313-091-

001 with Grove Community Church.

- F. Approved a Cooperative Cost Share Agreement with Riverside County Flood Control and Water Conservation District for the Perris Valley Master Drainage Plan Line E, Stage 5 and 6.
- G. Approved a Contract Services Agreement with Dudek, Inc. for Environmental Services for the Perris Valley Master Drainage Plan Line E Stage 5 and 6 Project (CIP #D016).
- H. **This item was considered separately-Approved Amendment No. 1 to the Public Works Construction Contract with Mamco, Inc. dba Alabassi for the reconstruction and widening of the Nuevo Bridge to provide an incentive for early completion and disincentive for late completion (CIP #S076).**

The following Councilmember's spoke:

**Magaña
Corona**

Rogers

Vargas

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Free Form Item 8.H., as presented.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- I. Approved Amendment #1 to the Contract Services Agreement with LOR Geotechnical Group, Inc. for the Nuevo Road Bridge Reconstruction & Widening Project (CIP #S076).
- J. Approved a Service Agreement with the County of Riverside for a Temporary Traffic Signal at the intersection of San Jacinto Avenue and Dunlap Drive for the Nuevo Road Bridge Reconstruction and Widening Project (CIP #S076).
- K. Approved Amendment #1 to the Contract Services Agreement with Cho Design Associates, Inc. for the Nuevo Road Bridge Reconstruction and Widening Project (CIP #S076).
- L. Approved Amendment #1 to the Contract Services Agreement with The Thomsen Company, Inc. for the Nuevo Road Bridge Reconstruction and Widening Project (CIP #S076).
- M. Approved a Contract Services Agreement with LOR Geotechnical Group, Inc. for Goetz Road Widening Improvements Project (CIP Sheet # S014).
- N. Approved Contract Services Agreements with Bill and Dave's Landscape Maintenance, Inc. to provide Landscape Maintenance Services for Active and Passive Parks in Perris.

- O. Approved a Sponsor Agreement with California Conservation Corporation pursuant to Proposition 68 Round 3 Statewide Park Program Funding Award for Development of Enchanted Hills Park.
- P. Adopted Resolution Numbers 5717 and 5718 authorizing the submittal of two applications for the Proposition 68 Statewide Park Development and Community Revitalization Program Grant Fund (SPP) Applications; and approve a Contract Services Agreement with Interwest Group for Professional Grant Writing and Community Outreach Services pursuant to the SPP Grant.

Resolution Number 5717 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

Resolution Number 5718 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

- Q. Adopted Resolution Number 5719 adopting the State Conflict of Interest Code and amending the List of Designated Positions.

Resolution Number 5719 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADOPTING A CONFLICT OF INTEREST CODE

- R. Adopted Resolution Numbers 5720 and 5721 approving the successor Memorandum of Understanding with Local 911 of the California Teamsters Public, Professional and Medical Employees Union (MOU), approving the same benefits of the MOU for non-represented Confidential Employees, and approving the 2020-2021 City of Perris Salary Range Placement Schedule (Non-Management Only); and amending the City of Perris Schedule of Salary and Benefits for Management Employees and making certain benefits applicable to the City Manager, and approving the 2020-2021 City of Perris Salary Range Placement Schedule (Management Only).

Resolution Number 5720 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PERRIS AND LOCAL 911 OF THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION (MOU), APPROVING THE SAME BENEFITS

UNDER APPLICABLE PROVISIONS OF THE MOU FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES, AND APPROVING, ADOPTING, AND IMPLEMENTING THE 2020-2021 CITY OF PERRIS SALARY RANGE PLACEMENT SCHEDULE (NON-MANAGEMENT ONLY)

Resolution Number 5721 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING AND RESTATING THE PREVIOUSLY ADOPTED "CITY OF PERRIS SCHEDULE OF SALARY AND BENEFITS FOR MANAGEMENT EMPLOYEES" AND MAKING CERTAIN BENEFITS APPLICABLE TO THE CITY MANAGER; AND APPROVING, ADOPTING, AND IMPLEMENTING THE 2020-2021 CITY OF PERRIS SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)

- S. Approved the City's Monthly Check Register for September 2020.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the balance of the Consent Calendar with the exception of item 8.H., as presented.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Number 5722 approving an Amendment to the Citizen Participation Plan, a Substantial Amendment to the 2019-2024 Consolidated Plan and the 2020-2021 Annual Action Plan to include funding from the CARES Act Community Development Block Grant Coronavirus (CDBG-CV) Round 3 Allocation.

Resolution Number 5722 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING AN AMENDMENT TO THE CITIZEN PARTICIPATION PLAN, A SUBSTANTIAL AMENDMENT TO THE 2019-2024 CONSOLIDATED PLAN AND FY 2020-2021 ANNUAL ACTION PLAN TO INCLUDE FUNDING FROM THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT) COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) ROUND 3 ALLOCATION

Grants Manager Sara Cortes de Pavon gave the presentation on this item.

The Mayor opened the Public Hearing at 6:55 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 Marisela Magana, seconded by Rita Rogers to Approve Resolution Number 5722, as presented.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers,

Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- B. Adopted the First Reading of Ordinance Number 1395 and Resolution Number 5723 adjusting the Compensation for the Mayor, Councilmembers, and City Clerk; and Codifying the City's Policy on Vehicle Allowances for the Mayor and Councilmembers.

The First Reading of Ordinance Number 1395 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE SECTIONS 2.16.010 AND 2.16.020 TO ADJUST THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL AND TO CODIFY THE CITY'S VEHICLE ALLOWANCE POLICY FOR MEMBERS OF THE CITY COUNCIL

Resolution Number 5723 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ADJUSTING THE COMPENSATION FOR THE ELECTED CITY CLERK POSITION AND RESCINDING RESOLUTION NUMBER 5383

City Attorney Dunn gave the presentation on this item.

The following Councilmember's spoke:

Rabb

Corona

Rogers

Vargas

Mayor Vargas opened the Public Hearing at 7:04 p.m.

There was no Public Comment.

The Mayor closed the Public Hearing at 7:04 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve the First Reading of Ordinance Number 1395 and Resolution Number 5723, increasing the compensation of the Mayor, City Council and City Clerk pursuant to the CPI of 4.96% and increasing the car allowance of the City Clerk from \$200.00 o \$300.00 per month.

AYES: Marisela Magana, David Starr Rabb, Rita Rogers, Michael Vargas

NOES: Malcolm Corona

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS:

- A. Approved the Fiscal Year 2020-2021 Budget Amendments and Capital Improvement Program Amendments

Director of Finance Ernie Reyna gave the presentation on this item.

**The following Councilmember spoke:
Vargas**

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

The Mayor called for a motion.

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

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers,
Michael Vargas

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

Mark Yarbrough

12. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Rabb

Corona

Magaña

Rogers

Vargas

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:55 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

8.A.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: Adjusting compensation for the Mayor and Councilmembers, and codifying the City's policy on vehicle allowances for the Mayor and Councilmembers

REQUESTED ACTION: That the City Council adopt (second reading) Ordinance No. (next in order):

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE SECTIONS 2.16.010 AND 2.16.020 TO ADJUST THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL AND TO CODIFY THE CITY'S VEHICLE ALLOWANCE POLICY FOR MEMBERS OF THE CITY COUNCIL

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

On October 27, 2020, the City Council introduced an Ordinance regarding an adjustment to City Council compensation and codifying/updating the vehicle allowance for the City Council pursuant to the Government Code. The Council gave direction to make the adjustment based on changes in the Consumer Price Index ("CPI"). The CPI-U for the Riverside-San Bernardino-Ontario area was 3.171% for 2019 and 1.789% for 2020, for a total of 4.96%. The Ordinance attached for adoption reflects this CPI adjustment.

If the Ordinance is adopted, the new monthly amounts would be as follows:

Office	Current	New
Councilmember	\$1,335.00	\$1,401.22
Mayor	\$2,002.50	\$2,101.82


RECOMMENDATION:

That the City Council adopt Ordinance No. (next in order).

BUDGET (or FISCAL) IMPACT: If the Ordinance is adopted, the increase in total monthly compensation for the entire City Council including the Mayor would be \$364.20. The vehicle allowance would be increased from \$400 per month to \$500 per month.

Prepared by: Eric Dunn, City Attorney

REVIEWED BY:

City Attorney X
Assistant City Manager 
Finance Director ER

Attachments: 1. Ordinance No. (Next in order)

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE SECTIONS 2.16.010 AND 2.16.020 TO ADJUST THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL AND TO CODIFY THE CITY'S VEHICLE ALLOWANCE POLICY FOR MEMBERS OF THE CITY COUNCIL

WHEREAS, Perris Municipal Code Sections 2.03.030 and 2.16.010 codify the compensation for the Mayor and City Councilmembers; and

WHEREAS, Government Code Sections 36516 and 36516.5 authorize the City to change the base compensation of the Mayor and Councilmembers in accordance with a statutory formula; provided, however, that any change shall not become effective until one or more Councilmembers commences a new term; and

WHEREAS, the duties of the Mayor and Councilmembers require that, from time to time, they travel by motor vehicle on the City's behalf for official events and it is in the interest of the City that such elected officials provide themselves with a motor vehicle for that purpose; and

WHEREAS, Government Code Section 1223 allows a city to provide a vehicle allowance for City officials; and

WHEREAS, in the City of Perris, the vehicle allowance has previously been set by Resolution No. 2911 (adopted by the City Council in 2002), which established a vehicle allowance of \$400 per month; and

WHEREAS, since the adoption of Resolution No. 2911 in 2002, vehicle use and maintenance costs have increased; and

WHEREAS, the City Council desires to adjust the compensation of the Mayor and Councilmembers in accordance with the Government Code; and

WHEREAS, the City Council also desires to amend the Perris Municipal Code so that the vehicle allowance provided to the Mayor and City Councilmembers is codified and set to an amount equal to the "Executive Class" of City employees as provided in the Schedule of Salary and Benefits for Management Employees, as may be amended from time to time.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals Incorporated. The City Council finds the above recitals are true and correct and incorporated herein by this reference as if set forth in full.

Section 2. Mayor's Vehicle Allowance. Section 2.03.040 is hereby added to

the Perris Municipal Code to read in its entirety as follows:

“2.03.040 -- Vehicle Allowance.

The mayor shall receive the same vehicle allowance as city council persons.”

Section 3. City Council Compensation. Section 2.16.010 (Councilmember -- Salary) of the Perris Municipal Code is hereby amended to read as follows:

“Section 2.16.010 Councilmember -- Salary

Each member of the city council shall receive a salary of \$1,401.22 per month.”

Section 4. City Councilmember Vehicle Allowance. Section 2.16.020 (Reserved) of the Perris Municipal Code is hereby retitled and amended in its entirety to read as follows:

“2.16.020 Councilmember -- Vehicle Allowance.

Each member of the city council shall receive a vehicle allowance in an amount equal to the vehicle allowance for the “Executive Class” of City employees as provided in the Schedule of Salary and Benefits for Management Employees, as may be amended from time to time, or, if a successor document is approved, then the equivalent class of City employees as provided therein. For the purposes of this section, the “Executive Class” shall not include the City Manager.”

Section 5. Prior Resolution No. 2911. Resolution No. 2911 is hereby superseded to the extent it conflicts with this Ordinance.

Section 6. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 7. Effective Date. This Ordinance shall take effect 30 days after its adoption. The new compensation for the Mayor and City Councilmembers shall be effective as of December 1, 2020. The new vehicle allowance for the Mayor and City Councilmembers shall be effective as of December 1, 2020.

Section 8. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in

the City of Perris.

ADOPTED, SIGNED and ***APPROVED*** this 10th day of November, 2020.

MAYOR, MICHAEL M. VARGAS

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 Ordinance No. (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 10th day of November, 2020, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

8.B.

MEETING DATE: November 10, 2020

SUBJECT: **RBBB Improvement and Credit/Reimbursement Agreement with Duke Realty Limited Partnership for improvements required for DPR 17-00002, located on Perris Boulevard south of Markham Street**

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

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

In 2008 the City Council established the North Perris Road and Bridge Benefit District (the "RBBB") to fund certain infrastructure improvements generally in the North Perris Specific Plan area. City Resolution No. 4157 establishes a fee schedule so that developers within the RBBB pay for their fair share of the costs of constructing improvements that help mitigate the traffic impacts and burdens on arterials and streets within the RBBB. The RBBB Fees are based on the North Perris Road and Bridge Benefit District Analysis Report dated June 12, 2008 ("Report"), and generally replace the combined DIF and TUMF fees that would otherwise apply.

Similar to the DIF and TUMF programs, the RBBB program allows for credits and reimbursements for developers who construct improvements identified in the Report. Credits and reimbursements are administered by the City.

Duke Realty Limited Partnership (the "Developer") received entitlements to construct approximately 1,070,741 square feet of industrial space on about 55 acres of real property located on Perris Boulevard south of Markham Street, and including the Coronado Stone building located on Perry Street. Among other conditions of development, the developer is required to construct street and other improvements on Perris Boulevard, including 1,300 feet of parkway landscaping between Markham Street and a point 300 feet north of Ramona Expressway. Some of these improvements are identified in the Report and are eligible for RBBB credit and/or reimbursement. The developer's total RBBB Fee obligation is \$8,116,216.78, which the Developer has already paid. The improvements constructed by the Developer are eligible under the RBBB program for a credit/reimbursement up to approximately \$201,385. The Developer will receive a refund of paid fees, up to the maximum reimbursement amount.

The draft agreement is attached in the form of RBBB credit/reimbursement agreements previously approved by the City. If the City Council approves the terms of the agreement, the City Attorney's office will finalize the agreement for execution. If any substantive changes are required, the agreement will be brought back to the City Council for further consideration.

BUDGET (or FISCAL) IMPACT: None to the City. The agreement implements the credits authorized under the RBBB Program.

Prepared by:

REVIEWED BY:

City Attorney X
Assistant City Manager 
Finance Director 

Attachments: RBBB Improvement and Credit/Reimbursement Agreement

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
NORTH PERRIS ROAD AND BRIDGE BENEFIT DISTRICT FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** (“Agreement”) is entered into this ___ day of _____, 2020, by and between the City of Perris, a California municipal corporation (“City”), and Duke Realty Limited Partnership, an Indiana limited partnership (“Developer”). City and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Developer is the owner of approximately 55 acres located on Perris Boulevard, south of Markham Street, north of Perry Street, and west of Redlands Avenue within the Perris Valley Commerce Center (PVCC) Specific Plan area, more specifically described in the legal description set forth in Exhibit “A” attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, Developer has obtained from City certain entitlements and/or permits for the construction of improvements on the Property, including a 1,008,646 square foot building on approximately 47 acres and a 62,095 square foot building on approximately 8 acres, more particularly described as Development Plan Review (“DPR”) No. 17-00002 and Parcel Map (“PM”) 37304 (“Project”); and

WHEREAS, Developer will construct offsite improvements consisting of Street, Storm Drain, Street Light, Landscape, Signing & Striping and Traffic Signal along Perris Boulevard, Markham Street, and Perry Street, including a 1,300-foot long portion of Perris Boulevard Parkway Landscape between Markham Street and a point 300 feet north of Ramona Expressway (the “Improvements”). The Improvements and estimated costs are described in Exhibit “B” and shown in concept on Exhibit “C”; and

WHEREAS, pursuant to Section 66484 of the California Government Code, Chapter 18.32 of the Perris Municipal Code, and City Resolution No. 4157 (as amended), the City of Perris requires Developer to pay the North Perris Road and Bridge Benefit District Fees (“RBBB Fees”) which covers the Developer’s fair share of the costs to construct transportation improvements that help mitigate the traffic impacts and burdens on arterials and streets within the North Perris Road and Bridge Benefit District Area (“District”) generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the arterials and street within the District; and

WHEREAS, the Improvements are also identified in the North Perris Road and Bridge Benefit District (NPRBBB) program as transportation improvements that are to be funded with the funds collected under the RBBB Fees, as described in the NPRBBB Analysis Report dated June 12, 2008 (“Report”); and

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely construction and completion of the Improvements, (2) to ensure that construction of the Improvements is undertaken in accordance with the plans and specifications as approved by City, (3) to provide a means by which the Developer's costs for construction of the Improvements is offset against Developer's obligation to pay the applicable RBBB Fees for the Project in accordance with the Report and applicable RBBB rules adopted by City, and (4) to provide a means for Developer to be reimbursed to the extent the actual and authorized costs for construction of the Improvements exceeds Developer's RBBB Fees obligation.

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

TERMS

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

2.0 Construction of Improvements. Developer shall construct or have constructed, at its own cost, and expense, the Improvements in accordance with plans and specifications which will be prepared by or on behalf of Developer and approved by City. Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the Improvements until all plans and specifications for the Improvements ("Plans and Specifications") have been submitted to and approved by City.

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

2.3 Public Works Requirements. Developer shall ensure that the construction of the Improvements is undertaken as if such Improvements were constructed under the direction

and authority of City. Thus, without limitation, Developer shall comply with all of the following requirements with respect to the construction of the Improvements:

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

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

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

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

2.4 Compliance With Plans and Specifications. The Improvements shall be completed in accordance with the Plans and Specifications as approved by City.

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

2.6 Alterations to Improvements. All work shall be done and the Improvements completed as shown on approved Plans and Specifications, and any subsequent alterations thereto mutually agreed upon by City and Developer. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. City shall have five (5) business days after receipt of such written notice to approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Developer of its approval or

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

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

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

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

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the Improvements, Developer shall provide to City such evidence or proof as City shall reasonably require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of Improvements; As-Built or Record Drawings. If the Improvements are completed by Developer in accordance with the Plans and Specifications, City shall be authorized to accept the Improvements. City may, in its reasonable discretion, accept fully

completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements. Upon the total or partial acceptance of the Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Improvements in accordance with California Civil Code sections 3093 ("Notice of Completion"), at which time the accepted Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

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

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the Improvements within twelve (12) months from award of the contract to landscape contractor, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, or code, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall

substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Improvements and all other administrative costs or expenses as provided for in this Section 9.0 of this Agreement.

10.2 Failure to Remedy; City/County Action. If the work required to remedy the noticed default or violation is not commenced within the time required under Section 10.1 of this Agreement and diligently prosecuted to completion, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost and expense of Developer or surety, without the necessity of giving any further notice to Developer or surety. In the event City elects to complete or arrange for completion of the remaining work and the Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

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

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

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

be released at the end of the Warranty period, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section shall be released by City six (6) months after date City accepts the Improvements.

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

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

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

13.0 Insurance.

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

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

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

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

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

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

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

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected

officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

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

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

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

14.0 RBBB Fees Credit/Reimbursement.

14.1 Developer's RBBB Fee Obligation. As of the date of this Agreement, the amount Developer is obligated to pay, and has paid, to City for the RBBB fees for the Project is Eight Million One Hundred Sixteen Thousand Two Hundred Sixteen Dollars and Seventy-eight Cents (\$8,116,216.78) ("RBBB Fees Obligation") based upon development of the maximum square feet of building floor area allowed as provided for in the approvals of the Project.

14.2 Reimbursement of RBBB Fees. In consideration for Developer's obligation under this Agreement to construct the Improvements, a reimbursement estimated to be Two Hundred One Thousand Three Hundred Eighty-five Dollars (\$201,385.00) ("Estimated Reimbursement") shall be paid by City to the Developer. The Estimated Reimbursement shall be subject to adjustment and reconciliation under Section 14.3 of this Agreement. Developer hereby agrees that the amount of the actual reimbursement shall be paid to the Developer after construction of the Improvements have been completed and the City has accepted improvements and has verified project cost. The amount of the actual reimbursement shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder plus the related allowable eligible costs not subject to bid, or (B) the unit cost assumptions for the Improvements in effect at the time of the contract award, as such assumptions are identified and determined in the Report.

14.3 Reconciliation; Final Reimbursement Against RBBB Fees Obligation. Upon acceptance of the Improvements by City, Developer shall submit to the City Engineer such information as the City Engineer may require to calculate the total actual costs incurred by Developer in constructing the Improvements ("Verified Costs"). Such information shall include but not be limited to the documentation listed in Exhibit "E" attached hereto. The actual reimbursement that shall be paid by City to offset the RBBB Fees Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the Improvements as determined in accordance with Section 14.2 of this Agreement.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights and obligations pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property, provided that City hereby agrees that a copy of the deed or conveyance document shall be sufficient proof. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement in a form approved by City.

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

15.3 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

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

To City of Perris
 Attn: City Manager
 101 North "D" Street
 Perris, CA 92570
 Fax No. (951) 943-4246

To Developer:
 Duke Realty Limited Partnership, an Indiana Limited Partnership
 Attn: Christos Mavrakis
 200 Spectrum Center Drive, Suite 1600

Irvine, CA 92618

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

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

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

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

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

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

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

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

15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or

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

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

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

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

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

DEVELOPER:

Duke Realty Limited Partnership, an Indiana Limited Partnership

By: _____

Its: _____

City:

City of Perris, a California municipal corporation

By: _____

Richard Belmudez

Its: City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

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

Eric L. Dunn
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Perris, County of Riverside, State of California, described as follows:

TENTATIVE PARCEL MAP NO. 37304, BEING A DIVISION OF THE FOLLOWING:

PARCEL A:

PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP 17115, AS SHOWN BY MAP ON FILE IN **BOOK 94, PAGES 38 AND 39** OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

LOT 5 IN BLOCK 7 OF THE RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN **BOOK 14 PAGE 668** OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND. FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS RESERVED BY SOUTHERN CALIFORNIA EDISON COMPANY IN INSTRUMENT RECORDED JULY 25, 1977 AS INSTRUMENT NO. **141400** OF OFFICIAL RECORDS.

PARCEL C:

PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP 15556, AS SHOWN BY MAP ON FILE IN **BOOK 87 PAGE 85** OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL D:

PARCELS 1 THROUGH 4 AND LETTERED LOTS C THROUGH H, INCLUSIVE, AS SHOWN BY PARCEL MAP 13910, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 72, PAGES 78 AND 79 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL E:

LOT 4 IN BLOCK 7 OF RIVERSIDE TRACT AS SHOWN BY MAP ON FILE, IN BOOK 14, PAGES 668 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN'S: 302-120-004-2, 302-120-006-4, 302-120-010-7, 302-120-011-8, 302-120-012-9, 302-120-013-0, 302-120-014-1, 302-120-015-2, 302-120-016-3, 302-120-017-4, 302-120-018-5, 302-120-019-6, 302-120-020-6, 302-120-021-7 AND 302-120-022-8

EXHIBIT "B"

**ESTIMATED COSTS
DPR 17-00002, PM37304**

1. Project total square footage of industrial building:

4375 Perris Blvd	1,008,646	S.F.
Coronado Stone	62,095	S.F.
Total Building Size:	1,071,741	S.F.

2. The project RBBB fee obligation:

Total Building Size:	1,071,741	S.F.
	x \$ 7.58	
	\$ 8,116,216.78	

3. Total amount reserved in RBBB Program for improvements:

Perris Boulevard	\$ 201,385
Total	\$ 201,385

4. Cost (Construction+ Parkway Landscape + Planning + Engineering + Contingency) for Improvements to be constructed are eligible for reimbursement:

Perris Boulevard	\$ 214,662
Total	\$ 214,662

5. Project is eligible for RBBB reimbursement up to maximum reimbursable amount:

Maximum reimbursable amount	\$ 201,385
Improvement cost	\$ 214,662
Eligible for RBBB Reimbursement	\$ 201,385

EXHIBIT "B"
DPR 17-0002 Cost Estimate
Improvements to be Constructed (Perris Boulevard)
Street and landscape Parkway along project frontage only

ITEM NO.	ITEM	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
1	LANDSCAPE AREA	SF	12,984	\$ 0.45	\$5,842.80
2	1 GALLON SHRUBS	EA	310	\$ 19.00	\$5,890.00
3	5 GALLON SUCCULENTS	EA	197	\$ 55.00	\$10,835.00
4	24" BOX TREES	EA	29	\$ 324.31	\$9,404.99
5	GROUNDCOVER - 1 GALLON	SHRUB	742	\$ 19.00	\$14,098.00
6	WITH 1 1/2" LAYER OF ORGANIC MULCH	YRDS	301	\$ 36.00	\$10,836.00
7	CONCRETE MOW STRIP 6"X6' W/ #3 REBAR	FT	972	\$ 13.00	\$12,636.00
8	AUTOMATIC IRRIGATION SYSTEM	SF	12,984	\$ 5.30	\$68,815.20
9	PROJECT MOBILIZATION (7% OF ABOVE COSTS)	LS	1	\$ 9,685.06	\$9,685.06

CONSTRUCTION COSTS
SUBTOTAL \$148,043

10	CONTINGENCY (20% OF CONST. COSTS)	LS	1	\$ 29,608.61	\$29,608.61
11	PROJECT ENGINEERING, STAKING, PERMIT & INSPECTION FEES (25% OF CONST. COSTS)	LS	1	\$37,010.76	\$37,010.76

TOTAL \$214,662

EXHIBIT "D"

FORMS FOR SECURITY

Payment and Performance Bond

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PAYMENT AND PERFORMANCE BOND

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

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

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

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

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

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

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

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

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

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

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

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

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

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

WITNESS my hand and official seal.

Place Notary Seal Above Signature of Notary Public

OPTIONAL

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal) _____
Signature

Date

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

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

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

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

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

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

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

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

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

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

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

Principal

By: _____
President

Surety

By: _____
Attorney-in-Fact

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

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

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

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

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

WITNESS my hand and official seal.

Place Notary Seal Above Signature of Notary Public

OPTIONAL

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal) _____
Signature

Date

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

EXHIBIT "E"

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

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

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



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: **Basin Maintenance and Letter of Credit Agreement with Stratford Ranch Investors, LLC, for maintenance of a borrow site at the northwest corner of Ramona Expressway and Evans Road**

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

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

Stratford Ranch Investors, LLC ("Developer") received entitlements for Tentative Tract Map 36647 authorizing the development and subdivision of 90 lots on 24.14 acres, and use of a borrow site ("Borrow Site") situated on 30.70 acres (collectively, "Project"). The Project is located at the northwest corner of Ramona Expressway and Evans Road in the City, and is depicted in Exhibit "A" of the attached agreement. The Borrow Site is ultimately intended to be used as a detention basin on the east side of the Perris Valley Storm Drain as part of the ultimate San Jacinto River Plan. The City owns a similar basin property on the west side of the Perris Valley Storm Drain.

The development of the Project requires grading to insure the lots are above the flood plain. The conditions of approval for the Project allow the Developer to grade the Borrow Site and to import dirt to, or to export dirt from, the Borrow Site, subject to certain conditions. The Developer is required to provide for the long-term maintenance of the Borrow Site by entering into a maintenance agreement with the City and posting a letter of credit to secure the Developer's obligations. The Developer must also comply with all restrictions and conditions required by the Riverside County Flood Control District ("District"), and with any permits issued by the City.

The agreement requires the Developer to maintain the Borrow Site. Prior to issuance of a grading permit the Developer must provide to the City an irrevocable letter of credit for \$250,000 that the City may draw upon to maintain the Borrow Site if the Developer is in default of the agreement. The amount is based on the City Engineer's cost of maintenance for ten years. The amount may be reduced by the parties if the actual scope of maintenance is reduced by at least 25%.

The agreement will terminate upon either (i) the construction of the ultimate detention basin, and either the District's or City's agreement to perpetually maintain the ultimate basin, or (ii) the District's or the City's decision that the Borrow Site no longer is needed for the ultimate basin and the Borrow Site is filled in by the Developer to its original elevation or to a condition approved by the City.

The draft agreement is attached. If the City Council approves the terms of the agreement, the City Attorney's office will finalize the agreement for execution. If any substantive changes are required, the agreement will be brought back to the City Council for further consideration.

BUDGET (or FISCAL) IMPACT: None to the City. The agreement requires the Developer to maintain the Borrow Site, and includes a letter of credit as security.

Prepared by:

REVIEWED BY:

City Attorney X
Assistant City Manager 
Finance Director 

Attachments: Basin Maintenance and Letter of Credit Agreement

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

BASIN MAINTENANCE AND LETTER OF CREDIT AGREEMENT

This Basin Maintenance and Letter of Credit Agreement ("Agreement") is made as of November 10, 2020, by and between the City of Perris, a municipal corporation ("City"), and Stratford Ranch Investors, LLC, a Delaware limited liability company ("Developer"). City and Developer are also sometimes referred to individually as a "Party" and together as the "Parties."

RECITALS

A. On September 2, 2020, the City's Planning Commission considered Developer's applications for TTM 36647 ("TTM"), ZC 16-05218 and GPA 16-05217 (collectively, "Applications"). On September 29, 2020 and October 27, 2020, the City Council approved the Applications ("Approvals"). The Approvals authorize development and subdivision of 90 lots, situated on 24.14 acres, and use of the "Remainder Lot" as specified in the TTM as a borrow site ("Borrow Site") situated on 30.70 acres (collectively, "Project"). The Project is located at the northwest corner of Ramona Expressway and Evans Road in the City, and is depicted in Exhibit "A" attached hereto and incorporated herein by reference.

B. The Approvals are subject to certain City Engineer conditions of approval, as revised on July 24, 2020, which conditions are attached hereto as Exhibit "B" and incorporated herein by reference ("COAs"). COA 1 requires Developer to provide for the long-term maintenance of the Borrow Site by posting a letter of credit ("Letter of Credit") and by entering into this Agreement with the City. COA 1 also provides that Developer, in its sole discretion, may alternatively comply with COA 1, in lieu of this Agreement, by (i) constructing the ultimate detention basin per Riverside County Flood Control and Water Conservation District ("RCFCD") design and construction standards ("Ultimate Basin"); and (ii) entering into a cooperative agreement with RCFCD and the City ("Cooperative Agreement"). As specified in COA 1, the Cooperative Agreement is to cover the terms and conditions for Ultimate Basin design, construction, inspection, right-of-way transfer and acceptance of the Ultimate Basin by either RCFCD or the City for perpetual maintenance of the Ultimate Basin. By executing this Agreement, City acknowledges and agrees that Developer may undertake grading activities and remove dirt from or place dirt on the Borrow Site, subject to (a) Developer's compliance with RCFCD restrictions and conditions, as specified in Exhibit "C" attached hereto and incorporated herein by reference, and (b) City's issuance of all permits or clearances needed by Developer to grade the Borrow Site and to import dirt to, or to export dirt from, the Borrow Site.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Irrevocable Letter Of Credit for Maintenance of Borrow Site as a Detention Basin. Prior to the issuance of a grading permit for the Borrow Site, Developer shall provide to the City an irrevocable Letter of Credit in the face amount of Two Hundred Fifty Thousand Dollars (\$250,000) in a form reasonably approved by the City Attorney and issued by a bank which is reasonably satisfactory to City. The bank must be chartered in the United States, have a rating of B or above or a number rating of 40 or above in the Bank Watch Thomas Ratings, or such equivalent rating service as may be mutually agreed upon between the City and Developer,

maintain an office in the State of California, maintain an agent for service of process in the State of California, and otherwise do business in the State of California.

2. Developer's Representations and Obligations. Developer hereby represents that Developer is duly organized and in good standing under the laws of its state of organization and the laws of the State of California. Developer shall maintain the Borrow Site in a manner that includes erosion control of the slopes and bottom of the Borrow Site, weed and trash removal and dewatering of the bottom to prevent standing water. Upon the posting of the Letter of Credit, Developer may undertake grading activities at the Borrow Site and remove dirt from or place dirt on the Borrow Site, subject to (i) Developer's compliance with RCFCD restrictions and conditions, as specified in Exhibit "C" and (ii) City's issuance of all permits or clearances needed by Developer to grade the Borrow Site or import dirt to or export dirt from the Borrow Site. City agrees to be reasonable in its approval process and to proceed diligently with such process.

3. Reduction of Letter of Credit. The amount of the Letter of Credit shall be reduced if the scope of the required maintenance of the Borrow Site is reduced, leading to a reduction of at least twenty-five percent (25%) of the maintenance costs of the Borrow Site, if such reduction is mutually agreed upon by Developer, City and RCFCD. In such a situation, the face amount of the Letter of Credit shall be reduced by the same percentage as the reduction in the required Borrow Site maintenance costs.

4. Cancellation of Letter of Credit. The Letter of Credit shall be cancelled when either (i) Developer, City and RCFCD enter into the Cooperative Agreement and the Ultimate Basin is constructed on the Borrow Site; or (ii) this Agreement is terminated, pursuant to Section 9. The City shall cooperate with Developer and promptly execute such documents as are reasonably necessary to cancel the Letter of Credit pursuant to this section.

5. Terms and Notice. The Letter of Credit shall name the City as beneficiary, and shall be renewed on an annual basis for the Term of this Agreement, except upon written instructions executed by both Developer and the City. The Letter of Credit shall provide that sixty (60) days' prior written notice shall be given by the bank to the Finance Director of the City of Perris of the pending non-renewal, if any, of the Letter of Credit, receipt of which notice shall be acknowledged in writing by the Finance Director to be effective.

6. Drawing Drafts On Letter Of Credit. Only to the extent specifically provided below, City shall be entitled unilaterally to draw drafts for funds solely to be used for maintenance of the Borrow Site due to Developer not performing its obligations pursuant to Section 2. Such funds may be drawn solely under any one of the following conditions, as specifically provided below:

(a) Material Default of Developer. Provided that City has provided Developer with all required notice and opportunity to cure, and upon submission to the bank of a draft to which is attached a written statement from the City executed by an authorized representative of the City, averring to a material default of Developer. Upon submission of a draft to which is attached such a written statement, the City shall be entitled to draw down up to the entire balance of the face amount of the Letter of Credit, less any funds previously drawn by the City on the Letter of Credit. The funds drawn

pursuant to this Subsection (a) shall be deposited and used as set forth in Section 7, below;

(b) Request of Developer. Upon submission to the bank of a draft to which is attached a written request of Developer for the release of such funds to the City; or

(c) Non-Renewal of Letter of Credit. Upon submission to the bank of a draft to which is attached a written statement from the City executed by an authorized representative of the City averring that the Letter of Credit has not been renewed or replaced as required hereunder, the Letter of Credit may be drawn upon for the entire amount.

7. Notice of Intent to Draw Funds. Twenty (20) days prior to the time the City intends to draw any funds on the Letter of Credit, the City shall give notice to Developer of its intention to do so by sending to Developer, in the manner specified herein for giving notices, a copy of the written statement to be submitted to the bank. Within said twenty (20) day period, Developer shall have the option to undertake such corrective action necessary to perform its obligations pursuant to Section 2 or provide the City a cash payment equal to the amount of the City's intended draw, and the City shall accept said cash payment in lieu of the intended draw from the Letter of Credit. The City shall cooperate with Developer, and execute such documents as are reasonably necessary, to amend the Letter of Credit to reduce its face amount to reflect any cash payments made by Developer pursuant to this section or Section 3 above. Alternatively, with City's approval, Developer may take such other steps as are reasonably necessary to effect the cure without the requirement of a cash payment.

8. Deposit of Funds. The City shall deposit any funds received in cash from Developer or by draw from the Letter of Credit into an interest bearing trust account or similarly segregated City account which shall be exclusively restricted for use by the City for maintenance of the Borrow Site.

9. Term. The term of this Agreement ("Term") shall commence upon the Parties' execution of this Agreement and shall terminate upon either (i) the construction of the Ultimate Basin, and either RCFCD's or City's agreement to perpetually maintain the Ultimate Basin or (ii) RCFCD's or the City's decision that the Borrow Site no longer is needed for the Ultimate Basin and the Borrow Site is filled back by Developer to its original elevation or to a condition approved by the City.

10. Independent Contractor. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents, partners, employees, or joint ventures of City in connection with the performance of Developer's obligations under this Agreement. Developer and all of Developer's agents and contractors shall be considered to be independent contractors.

11. No Third Party Beneficiaries. The only parties to this Agreement are Developer and City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

12. Assignment. This Agreement and the Developer's obligations under this Agreement are assignable, subject to City approval of such assignment, with such approval not unreasonably withheld by City.

13. City Held Harmless From Liability.

(a) Developer agrees to defend, indemnify, protect and hold City and its elective and appointive boards, commissions, officers, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Developer's employees, agents or officers which arise from or are connected with and are caused or claimed to be caused by the acts or omissions of Developer, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that Developer's duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of the City, its agents, officers, or employees.

(b) Developer shall defend, indemnify and hold harmless City and its agents, officers and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of this Agreement and the proceedings undertaken in connection with the adoption or approval of any of the above.

14. Notice.

(a) All notices to City shall be sent to the following address:

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

With a copy to:

Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attn: Eric L. Dunn, Esq.

(b) All notices to Developer shall be sent to the following address:

Stratford Ranch Investors
4100 Newport Place, Suite 790
Newport Beach, CA 92660
Attn: Jason Keller

With a copy to:
Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, Fifth Fl.
Irvine, CA 92614
Attn: John C. Condas

All notices herein required shall be in writing and delivered in person or sent by registered mail, postage prepaid. If one party provides written notice to the other party of a change of address, all further notices shall be addressed and transmitted to the new address.

15. Noncompliance. If City determines that there is a violation of present state laws, City ordinances, other City rules, regulations and requirements, and/or the terms and provisions of this Agreement, it may issue a stop work order.

16. Notice of Breach and/or Default. Subject to the notice and cure period in Section 7, if Developer refuses or fails to maintain the Borrow Site in accordance with the terms of this Agreement, or any severable part thereof, or if Developer should be adjudged a bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents, or employees should violate any of the provisions of this Agreement, the City Manager may serve written notice upon Developer of breach of this Agreement, or of any portion thereof, and the default of Developer.

17. Effective Date. This Agreement has been entered into by the Parties as of the date and year first above-written, and shall be effective as of such date.

18. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties provided that such amendments are executed in writing by the parties to be bound thereby.

19. Section Headings. All Section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

20. Waiver.

(a) Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

(b) All waivers must be in writing to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such a default.

(c) No express written waiver of any particular default shall affect any other default, or cover any other period of time specified in such express waiver.

21. Attorneys' Fees. Should legal action be brought for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court.

22. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

23. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

24. Termination. Upon termination of this Agreement, the rights, duties and obligations of the parties hereunder shall cease as of the date of such termination.

25. Counterparts. This Agreement may be executed by the parties in counterparts which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the date first hereinabove written.

**CITY:
CITY OF PERRIS**

**DEVELOPER:
STRATFORD RANCH INVESTORS, a
Delaware limited liability company**

By: _____
Richard Belmudez, City Manager

By: ESA Stratford Partners, L.P., a
California limited partnership

By: _____
Its: _____

ATTEST:

By: _____
Nancy Salazar, City Clerk

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

By: _____
Eric L. Dunn, City Attorney

Exhibit A
[See Attached]

Exhibit B

[See Attached]



CITY OF PERRIS

STUART E. MCKIBBIN, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1317

September 19, 2018, Revised December 20, 2018,

Revised July 24, 2020

TTM 36647, ZC 16-05218, & GPA 16-05217

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the land divider provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the map correctly shows all existing easements, traveled ways, and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

- 1. In order to provide for economic earth balance for the tract, the developer has proposed to borrow fill material from the "Remainder Lot" shown on the Tentative Tract Map.***

The proposed borrow site is deemed to be acceptable since, said lot had been designated by City Council as a detention basin as part of the San Jacinto River Plan - Alternative 5 - through adoption of Resolution No. 3403 on May 10, 2005.

However, without additional flood control infrastructure, the borrow site will not function as a basin. Moreover, the grading of the borrow site must conform with the Riverside

County Flood Control and Water Conservation District (RCFCD) restrictions and conditions, per the attached Exhibit "A".

The developer shall provide for the long-term maintenance of the borrow site and the operation of the associated dewatering pump until the borrow site is improved to RCFCD standards and accepted by either the City or RCFCD for maintenance as a detention basin. The developer shall bear 100% of the cost of maintenance and pump operation.

The developer may meet the basin maintenance requirement by posting a letter of credit with the City. The developer shall enter into an agreement with the City that covers the borrow site maintenance, to include the letter of credit, prior to the issuance of grading permit or recordation of the Final Map, whichever comes first.

Alternatively, the developer may construct the ultimate detention basin per RCFCD design and construction standards. The developer shall enter into a cooperative agreement with RCFCD and City that covers the terms and conditions for basin design, construction, inspection, right of way transfer, and acceptance by the RCFCD or City for maintenance. The developer may earn Area Drainage Plan fee credit per the Rules and Regulations for the Administrative of Area Drainage Plans (Amended September 17, 2019) for basin construction and right of way dedication.

For either alternative, the borrow site shall be identified as a legal lot on the Tract map 36647 and shall be offered for dedication to the City for flood control purposes.

- 2. The "Combination Access Road and Community Trail" shall be identified as a legal lot on the Tract Map 36647 and shall be offered for dedication to the City for community trail purposes.**
- 3. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:**
 - a. Onsite drainage facilities located outside of right-of-way if required shall be constructed within dedicated drainage**

or concentration of water to upstream and downstream properties shall be permitted.

- c. All drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff. At all new and existing intersections (on and offsite), minimum 18" storm drain and catch basins to eliminate nuisance runoff from cross-gutter shall be installed and connected to existing and proposed storm drain facilities.
- d. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.
- e. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.
- f. This project is located within the mapped 100-year flood plain. Prior to issuance of any permit, the Conditional Letter of Map Revision (CLOMR) shall be submitted. Prior to issuance of any building permits, the final Letter of Map Revision (LOMR) shall be submitted.

Minimum pad elevation must be 12" higher than calculated 100-year flood plain.

- g. Dedication of additional right-of-way along the east side of Perris Valley Channel per adopted master plan shall be required. All improvements within this channel shall be reviewed by Planning Department.
4. Improvements to Evans Road between Ramona Expressway and north City limits shall be in general conformance to City Standards, however the following additional improvements will be required:
- Reference is made to Webb & Associates' memorandum dated March 22, 2016 and the City of Moreno Valley Traffic Engineer's letter dated May 29, 2015. The applicant shall be required to implement the recommended improvements stipulated in these letters and as shown on conceptual plans prepared by Webb titled "Evans Road Ultimate Geometric and Safety Improvements". These and following improvements including the traffic signal at intersection of

Evans Road and Balserra Gate shall be implemented prior to issuance of any occupancy permits.

- The memorandum prepared by Webb also references traffic report prepared by RK and previously reviewed by the City Council. The RK report recommend installation of a fence along the median to discourage "J-walking". The City Council has determined that the installation of fence along the median is not appropriate.
- The project applicant shall work with School District to implement the recommendation of the traffic report and the Webb memorandum as feasible. It is also required for the applicant to work with City of Moreno Valley and install the improvements required by City's Traffic Engineer.
- Access shall be restricted to right-in and right-out at "A" Street and "C" Street.
- Access shall be restricted on Evans Road and noted on Final Map.
- The intersection of "C" Street/Marbella Gate with Evans Road shall be reconstructed in a manner to prohibit left turn movements. This is accomplished by construction of new median.
- The existing pavement along the west side of Evans Road adjacent to the site shall be grind/overlay.
- Additional pavement improvements shall be provided along Evans Road due to utility trenches as determined by City Engineer.
- Construct new crosswalk and pedestrian traffic signal at the EMWD easement located in the City of Moreno Valley. Improvements to include median improvements to serve as a pedestrian refuge and pedestrian signal.
- Construct new traffic signal at the existing intersection of Belserra Gate and Evans Road with associated intersection striping to provide crosswalks. Crosswalk striping shall be Continental Striping.
- Re-stripe Evans Road from Ramona Expressway to northerly City limits to reduce lane widths to 11'.

- Continental striping at all proposed and existing school crosswalk locates include Belserra Gate/Evans Road intersection, new pedestrian crossing in the City of Moreno Valley, and Via De Anza/Evans Road intersection.
 - Construct pedestrian lighting improvements at crosswalks at the intersection of Belserra Gate and Evans Road.
 - Install additional signage extending school reduced speed limit zones south in to the City of Perris per the California MUTCD.
 - Install traffic signal interconnect on Evans Road from Ramona Expressway to Via de Anza.
 - Modify existing traffic signal at Anira Court and Evans Road to accommodate shifted lane and bike lanes.
 - Modify existing traffic signal at Ramona Expressway and Evans Road to accommodate shifted lanes and bike lanes. Install southbound overlapping right turn signal per the traffic impact analysis for TTM 36648.
 - Pay cash-in-lieu fair share for cumulative improvements (3rd westbound through lane and westbound overlapping right turn signal) as identified in the traffic impact analysis.
 - In-roadway warning light system shall be installed at all new/existing crosswalks along Evans Road without a signal.
5. All easements and/or right-of-way dedications shall be offered for dedication to the public and shall continue in force until the City accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by City.
 6. Relinquish and waive right of access to and from Evans Road on the Final Map with the exception of two (2) opening at "A" Street and "C" Street as delineated on the approved Tentative Map.
 7. Vehicular movements at "A" Street and "C" Street at Evans Road shall be restricted to right-in/right-out only.
 8. Onsite drainage facilities located outside of road right-of-way shall be contained within drainage easements and shown on the Final Map. A note shall be added to the Final Map stating: "Drainage easements shall be kept free of buildings and obstructions."

9. The developer shall design and guarantee construction (i.e., posting of security and entering into agreements) of the following public improvements (including parkways and raised landscaped medians) to City's standards unless otherwise noted. Plans shall be approved by City. All street improvement designs shall provide adequate right-of-way and pavement transitions per Caltrans' standards to join existing street improvements.
10. Improve Evans Road – Arterial Highway (128'/94') from Ramona Expressway to northerly tract boundary to include dedication of half-width street right-of-way, installation of half-width street improvements, new paving, curb and gutter, sidewalk, streetlights, drainage facilities, signing and striping and utilities (including but not limited to water and sewer), 14' wide raised landscaped median and offsite pavement transition from northerly tract boundary to existing pavement section on Evans Road per Caltrans and City Standards.

In the event that Department of Water Resources (DWR) implements and constructs the Evans Road Crossing prior to construction of Evans Road, the developer will then be required to coordinate and install the necessary improvements to join and match DWR improvements.

In the event DWR has not started any such work, the applicant shall transition Evans Road improvements as stated above and terminate at northerly DWR right-of-way. The applicant shall also pay cash in-lieu to guarantee completion of Evans Road improvements in the event DWR abandons their project. This fund will be reimbursed to applicant upon completion of improvements by DWR or developers.

11. "A", "B", "D", "E", "F", "G", "H" and "I" (60'/40') streets shall be improved with curb/gutter located 20' on either side of centerline within 60' dedicated right-of-way.
12. "C" Street (78'/44') shall be improved with curb/gutter located 22' on either side of centerline within 78' dedicated right-of-way.
13. "F" and "H" Streets northerly terminus shall be improved with turn arounds, as approved by Fire Department, in the adjacent property (TTM 36648-1), if TM 36648-1 improvements are not in place; respective easements shall be obtained.
14. Streetlights shall be installed along all interior streets and Evans Road as approved by the City Engineer per City of Perris

standards. The lights shall be LS3, LED and plans prepared by Registered Electrical Engineer.

15. Overhead wires/cables (65 Kv or less) shall be removed and undergrounded, poles relocated.
16. 6' wide concrete sidewalk shall be installed throughout this project as approved by Planning Department.
17. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.
18. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the landscaping, flood control, street maintenance, and lighting districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-month advanced energy charges for streetlights. All storm drain facilities including basins, catch basins, and pipes shall be annexed to Flood Control District.
19. On and offsite street, drainage, water, sewer, striping, signing, streetlight, grading, and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.
20. The street design and improvement concept of this project shall be coordinated with the adjacent projects.
21. Open spaces/trails and basins shall be reviewed and approved by Planning Department.
22. Additional traffic calming improvements including signing/striping as recommended by applicant's Traffic Engineer shall be installed throughout the project.

Stuart E. McKibbin
City Engineer

ENGINEERING EXHIBIT "A"

JULY 24, 2020
TTM 36647

MISSION
PACIFIC
STRATFORD RANCH
TTM 36647/36648
BASE GRADING EXHIBIT

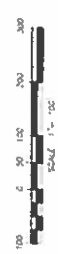
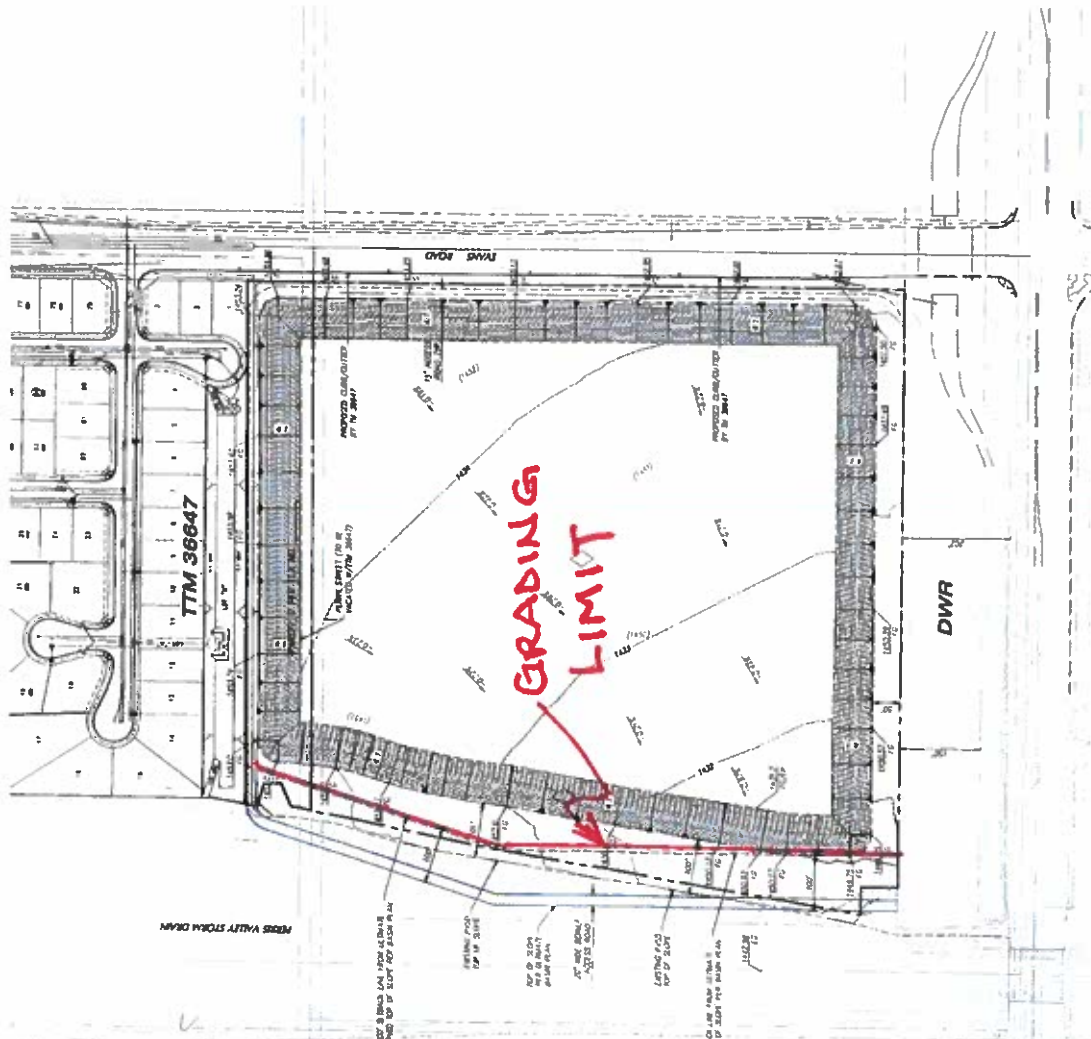


Exhibit C

[See Attached]

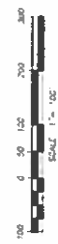
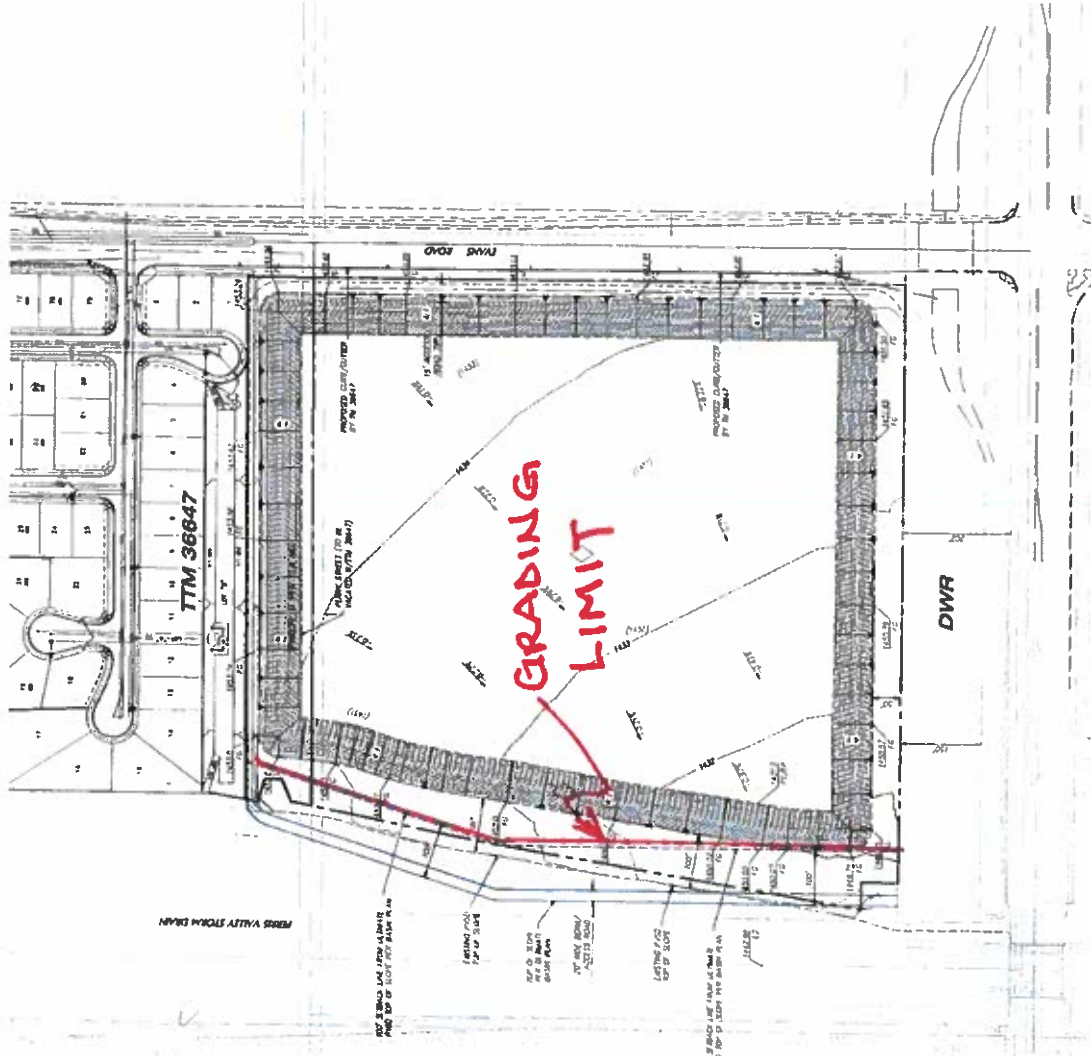
ENGINEERING EXHIBIT "A"

JULY 24, 2020
TTM 36647

MISSION
PACIFIC

STRATFORD RANCH
TTM 36647/TTM 36648
BASE GRADING EXHIBIT

09/17/19





8.D.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: Consideration of Resolutions Accepting the Offers of Dedication for Public Purposes from PP, LLC, Located along Morgan Street and Redlands Avenue.

REQUESTED ACTION: That the City Council adopt the Resolutions entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (APNS 303-120-002, 303-120-009, and 303-120-024)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (APNS 303-120-008, 303-120-009, 303-120-010, and 303-120-011)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (APNS 303-120-002, 303-120-009, 303-120-021, 303-120-022, and 303-120-024)

CONTACT: Eric Dunn, City Attorney
Stuart McKibbin, City Engineer

BACKGROUND/DISCUSSION:

On July 16, 2007, PP, LLC signed an irrevocable offer of dedication ("IOD") to the City for a portion of their property, APNs 303-120-002, 303-120-009, and 303-120-024, which was recorded with the Riverside County Recorder. The City consented to the IOD on September 19, 2007. However, the City did not formally accept the dedication by adoption of a resolution like the one attached as Attachment 1 and execution and recordation of the certificate of acceptance of the IOD.

On June 10, 2016, PP, LLC signed an IOD to the City for a portion of its property, APNs 303-120-008, 303-120-009, 303-120-010, and 303-120-011, which was recorded with the Riverside County Recorder. The City did not formally accept the dedication by adoption of a resolution

like the one attached as Attachment 2 and execution and recordation of the certificate of acceptance of the IOD.

On November 20, 2019, PP, LLC signed an IOD to the City for a portion of its property, APNs 303-120-002, 303-120-009, 303-120-021, 303-120-022, and 303-120-024, which was recorded with the Riverside County Recorder. The City consented to the IOD on December 9, 2019. However, the City did not formally accept the dedication by adoption of a resolution like the one attached as Attachment 3 and execution and recordation of the certificate of acceptance of the IOD.

The City Attorney and the City Engineer recommend the City formally accept the above IODs by adoption of the resolutions attached as Attachments 1, 2, and 3, authorizing the execution and recordation of certificates of acceptance for the property dedicated.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Nick Papajohn, Deputy City Attorney

REVIEWED BY:

City Attorney X
Assistant City Manager 
Finance Director 

Attachments:

1. Resolution No. XX, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (APNS 303-120-002, 303-120-009, and 303-120-024)"

2. Resolution No. XX, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (APNS 303-120-008, 303-120-009, 303-120-010, and 303-120-011)"

3. Resolution No. XX, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (APNS 303-120-002, 303-120-009, 303-120-021, 303-120-022, and 303-120-024)"

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR
PUBLIC PURPOSES (APNS 303-120-002, 303-120-009, and 303-120-024)**

WHEREAS, pursuant to Government Code § 7050, PP, LLC made an irrevocable offer of dedication to the City of Perris ("City"), attached hereto as Exhibit "A," of a portion of APNs 303-120-002, 303-120-009, and 303-120-024, in the City of Perris, County of Riverside, State of California as more particularly described in the legal description attached to Exhibit A, for street and highway improvement purposes (the "Offer"); and

WHEREAS, PP, LLC, an Idaho limited liability company, is the owner of APNs 303-120-002, 303-120-009, and 303-120-024 and subject to the terms and conditions of the Offer; and

WHEREAS, pursuant to Government Code section 7050, the City's City Council may accept all or any portion of an irrevocable offer of dedication at any time; and

WHEREAS, the City Council desires to accept the Offer at this time for the public purposes stated therein, namely for public street and highway improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:

Section 1. All of the above-stated recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby accepts the Offer for public street and highway improvements.

Section 3. The City Clerk is hereby authorized and directed to cause a Certificate of Acceptance to be recorded on behalf of the City in the Office of the Riverside County Recorder, and to certify the adoption of this resolution. The Mayor, City Manager, and City Clerk are hereby authorized and directed to execute any and all other documents as may be necessary to effect the recordation of the Certificate of Acceptance and its enforcement.

PASSED, APPROVED and ADOPTED, this 10th day of November, 2020.

Mayor

ATTEST:

City Clerk

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

I, _____, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 10th day of November, 2020 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Nancy Salazar

Exhibit "A"

Irrevocable Offer of Dedication

[on following pages]

DOC # 2007-0660228

10/26/2007 08:00A Fee:NC

Page 1 of 9

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Perris
Attn: Judy L. Haughney, City Clerk
101 North "D" Street
Perris, CA 92570

M	S	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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Offer of Dedication - PP, LLC



Title of Document



THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

OFFER OF DEDICATION FORM

FREE RECORDING
REQUESTED BY AND
WHEN RECORDED MAIL TO:

THE CITY OF PERRIS
101 North D Street
Perris, CA 92570
Attn: City Clerk

(Space Above for Recorder's Use Only)

OFFER OF DEDICATION

On this 7/16/07, 2007, PP, LLC irrevocably offers for dedication to the CITY OF PERRIS, a municipal corporation, pursuant to the provisions of California Government Code Section 7050, and Streets and Highways Code Section 1806, for public street and highway purposes, together with all right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway, that real property located in the City of Perris, County of Riverside, State of California and more particularly described as follows:

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED

By: [Signature]

By: TERE TI BISHAW

By: PP LLC

Refer to attached page for signature

By: [Signature]

Its: 20

Signature Block for:
OFFER OF DEDICATION FORM

Perris Industrial, LLC,
a Delaware limited liability company

By: IDS Realty JV, LLC,
a Delaware limited liability company
Its Sole Member

By: IDSREG Equities, LLC,
a Delaware limited liability company
Its Managing Member

By: 

Name: David G. Mgrublian

Title: Managing Director

20

DBS

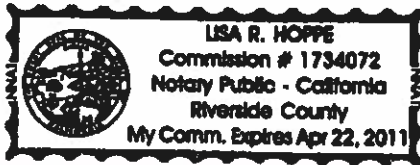
STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On July 16, 2007, before me, Lisa R. Hoppe, Notary Public,
personally appeared Brett Dushaw,
personally known to me (or 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/hot/their authorized capacity(ies), and that by his/hot/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

Witness my hand and official seal.

Lisa R. Hoppe
Notary Public

[SEAL]



STATE OF CALIFORNIA)
COUNTY OF) ss.

On 7/16/07, before me, Gloria Escarcega, Notary Public,
personally appeared David G. Marchiani,
personally known to me (or 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/hot/their authorized capacity(ies), and that by his/hot/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

Witness my hand and official seal.

Gloria Escarcega
Notary Public

[SEAL]

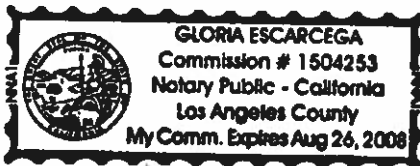


EXHIBIT "A"
LEGAL DESCRIPTION
ROAD DEDICATION
APN 303-120-009
PP, LLC.

BEING A PORTION OF PARCEL 1, LOT 'A', LOT 'B' AND MORGAN STREET, AS SHOWN ON PARCEL MAP 11353, AS RECORDED IN PARCEL MAP BOOK 59, PAGE 19 RECORD SOF RIVERSIDE COUNTY, AS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 3 WEST S.B.M AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE CENTERLINE INTERSECTION OF MORGAN STREET (44.00 FEET HALF WIDTH) AS SHOWN ON SAID PARCEL MAP, WITH THE CENTERLINE OF REDLANDS AVENUE (44.00 FEET HALF WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG SAID CENTERLINE OF REDLANDS STREET SOUTH 00°35'42" EAST A DISTANCE OF 67.21 FEET;

THENCE, DEPARTING SAID CENTERLINE, AT RIGHT ANGLES TO SAID CENTERLINE NORTH 89°24'18" WEST A DISTANCE OF 44.00 FEET TO A LINE PARALLEL WITH AND DISTANT 44.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE;

THENCE, DEPARTING SAID PARALLEL LINE NORTH 44°29'41" WEST A DISTANCE OF 32.58 FEET TO A LINE PARALLEL WITH AND DISTANT 44.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES FRO SAID CENTERLINE MORGAN STREET;

THENCE, ALONG SAID PARALLEL LINE NORTH 89°35'03" WEST A DISTANCE OF 742.30 FEET TO THE WEST LINE OF SAID PARCEL 1;

THENCE, ALONG THE NORTHERLY PROLONGATION OF SAID WEST LINE NORTH 00°35'33" EAST A DISTANCE OF 44.00 FEET TO SAID CENTERLINE OF MORGAN STREET;

THENCE, ALONG SAID CENTERLINE SOUTH 89°35'03" EAST A DISTANCE OF 809.00 FEET TO THE POINT OF BEGINNING;

DESCRIBED PARCEL CONTAINS 36,897 SQUARE FEET MORE OR LESS;

SEE ATTACHED EXHIBIT 'B', AND BY THIS REFERENCE MADE A PART HERETO.



Prepared under the supervision of:

Wm. Stephen Calkins
Date: 3/3/07
WM STEPHEN CALKINS, P.L.S. #6890
Expires 06/30/07
STANTEC CONSULTING INC.
22690 Cactus Avenue, Suite 300
Moreno Valley, CA 92553
(951) 697-8300

EXHIBIT "A"
LEGAL DESCRIPTION
ROAD DEDICATION
APN 303-120-002
APN 303-120-024
PP, LLC.

BEING A PORTION OF LOT 2 IN BLOCK 20, AND A PORTION OF MORGAN STREET, BOTH AS SHOWN ON THE RIVERSIDE TRACT MAP, RECORDED IN BOOK 14, PAGE 668, RECORDS OF SAN DIEGO COUNTY, AS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 3 WEST S.B.M AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 2 WITH A LINE PARALLEL WITH AND DISTANT 30.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MORGAN STREET (60.00 FEET FULL WIDTH) AS SHOWN ON SAID TRACT MAP;

THENCE ALONG SAID PARALLEL LINE EAST A DISTANCE OF 660.00 FEET TO THE EAST LINE OF SAID LOT 2;

THENCE ALONG THE NORTHERLY PROLONGATION OF SAID EAST LINE NORTH A DISTANCE OF 30.00 FEET TO SAID CENTERLINE OF MORGAN STREET;

THENCE ALONG SAID CENTERLINE EAST A DISTANCE OF 660.00 FEET TO A POINT OF INTERSECTION OF SAID CENTERLINE WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 2;

THENCE ALONG SAID PROLONGATION SOUTH A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

DESCRIBED PARCEL CONTAINS 19800.00 SQUARE FEET MORE OR LESS.

SEE ATTACHED EXHIBIT 'B', AND BY THIS REFERENCE MADE A PART HERETO.

Prepared under the supervision of:



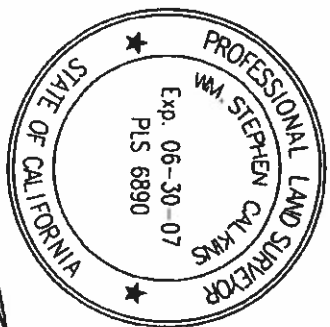
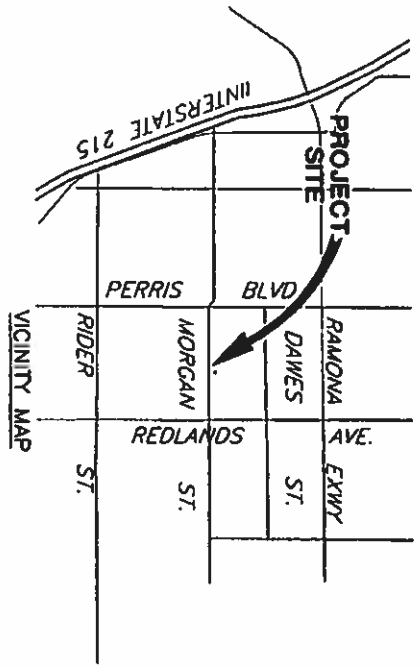
Date: 3/21/07
WM STEPHEN CALKINS, P.L.S. #6890

Expires 06/30/07
STANTEC CONSULTING INC.
22690 Cactus Avenue, Suite 300
Moreno Valley, CA 92553
(951) 697-8300

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

EXHIBIT 'B'

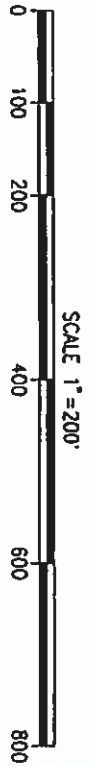
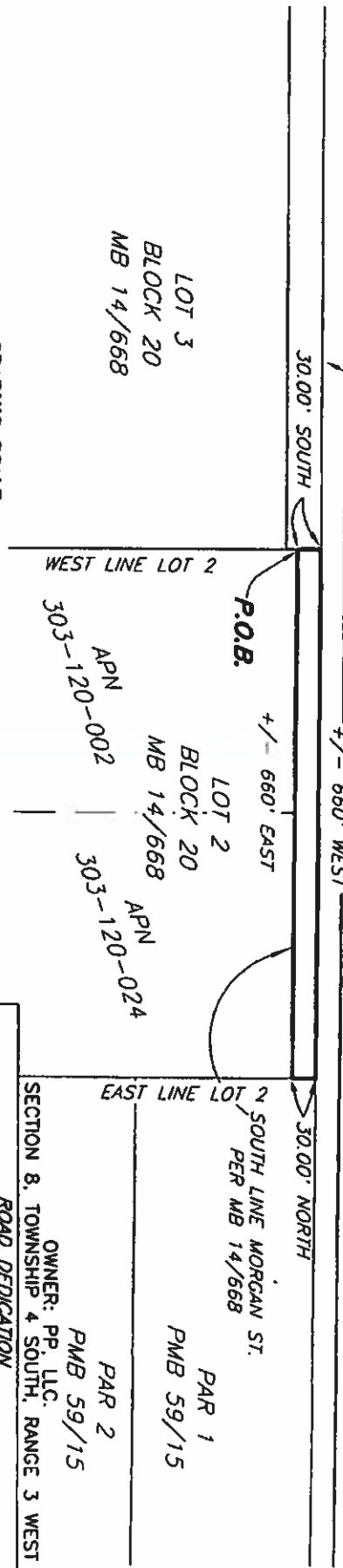
SHEET 1 OF 1 SHEET



PREPARED UNDER THE SUPERVISION OF
WM. STEPHEN CALKINS, L.S. 6890
EXP. 06-30-07

3/5/07
DATE

MORGAN STREET



Stantec
STANTEC CONSULTING INC.
22690 CACTUS AVENUE
SUITE 300
MORENO VALLEY, CA 92553
951-697-8300

stantec.com

COUNTY OF RIVERSIDE)
) ss.
CITY OF PERRIS)

The City of Perris, a municipal corporation, consents to the hereinabove irrevocable Offer of Dedication, provided, however, this consent does not constitute acceptance of said Offer of Dedication at this time, but said City reserves all rights to accept said dedication at any time hereafter. [The undersigned officer consents on behalf of the City Council pursuant to authority conferred by Resolution Number 1200 adopted on April 9, 1984, and the grantee consents to recordation thereof by its duly authorized officer.]

DATED: 9/19/07

Judy H. Hargrave
City Clerk



Exhibit "B"

Certificate of Acceptance

[on following page]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
City Clerk, City Hall
101 N. "D" Street
Perris, CA 92570

FREE RECORDING: This instrument is
for the benefit of the City of Perris
and is entitled to be recorded
without fee. (Gov. Code § 6103)

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Perris, a California municipal corporation ("City"), by and through its City Council, hereby accepts the Offer of Dedication recorded in the Official Records of the Recorder of the County of Riverside, California, on October 26, 2007 as Instrument No. 0660228, executed by PP, LLC, an Idaho limited liability company, of a portion of Assessor's Parcel Numbers ("APNs") 303-120-002, 303-120-009, and 303-120-024, and hereby consents to the recordation hereof by its duly authorized officer. This acceptance is made pursuant to the authority conferred by City Resolution No. _____ adopted on _____, 2020.

Dated: _____, 2020

CITY OF PERRIS, a California
municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT 2

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR
PUBLIC PURPOSES (APNS 303-120-008, 303-120-009, 303-120-010, and 303-120-
011)**

WHEREAS, pursuant to Government Code § 7050, PP, LLC made an irrevocable offer of dedication to the City of Perris ("City"), attached hereto as Exhibit "A," of a portion of APNs 303-120-008, 303-120-009, 303-120-010, and 303-120-011, in the City of Perris, County of Riverside, State of California as more particularly described in the legal description attached to Exhibit A, for street and highway improvement purposes (the "Offer"); and

WHEREAS, PP, LLC, an Idaho limited liability company, is the owner of APNs 303-120-008, 303-120-009, 303-120-010, and 303-120-011 and subject to the terms and conditions of the Offer; and

WHEREAS, pursuant to Government Code section 7050, the City's City Council may accept all or any portion of an irrevocable offer of dedication at any time; and

WHEREAS, the City Council desires to accept the Offer at this time for the public purposes stated therein, namely for public street and highway improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF PERRIS AS FOLLOWS:**

Section 1. All of the above-stated recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby accepts the Offer for public street and highway improvements.

Section 3. The City Clerk is hereby authorized and directed to cause a Certificate of Acceptance to be recorded on behalf of the City in the Office of the Riverside County Recorder, and to certify the adoption of this resolution. The Mayor, City Manager, and City Clerk are hereby authorized and directed to execute any and all other documents as may be necessary to effect the recordation of the Certificate of Acceptance and its enforcement.

PASSED, APPROVED and ADOPTED, this 10th day of November, 2020.

Mayor

ATTEST:

City Clerk

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

I, _____, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 10th day of November, 2020 by the following vote:

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

Nancy Salazar

Exhibit "A"

Irrevocable Offer of Dedication

[on following pages]

WHEN RECORDED MAIL TO:
City Clerk
City Hall
101 North 'D' Street
Perris, CA 92570

FREE RECORDING This Instrument
is for the benefit of the City of
Perris and is entitled to be
recorded without fee.
(Gov. Code 6103)

2016-0263961

06/28/2016 10:56 AM Fee: \$ 0.00

Page 1 of 4

Recorded in Official Records
County of Riverside
Peter Aidana
Assessor-County Clerk-Recorder



309

OFFER OF DEDICATION

On this 10TH day of JUNE, 2016, _____
PP, LLC, an Idaho Limited Liability Company

irrevocably offers for dedication to the CITY OF PERRIS, a municipal corporation, pursuant to the provisions of California Government Code Section 7050, Streets and Highways Code 1806 for public street and highway purposes, together with all right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway, that real property located in the City of Perris, County of Riverside, State of California and more particularly described as follows:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR PLAT,
ATTACHED HERETO AND MADE A PART HEREOF

PP, LLC, an Idaho Limited Liability
Company

By: Brett D. Bashaw, it's Manager

SEE NOTARY ACKNOWLEDGEMENT ON NEXT PAGE

ACKNOWLEDGMENT

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

State of California
County of Riverside

On June 10, 2016 before me, Maribel Little, Notary Public
(here insert name and title of the officer)

personally appeared Brett D. Bashaw

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

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

WITNESS my hand and official seal.

Signature Maribel Little

(Seal)

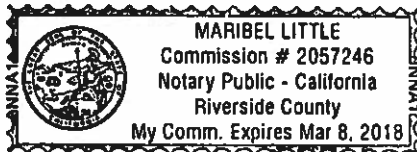


EXHIBIT "B"

SHEET 1 OF 1 SHEET

SHOWING THE DEDICATION OF RIGHT OF WAY
FOR REDLANDS AVENUE OVER PORTIONS OF
A.P.N.s 303-120-008, 009, 010, AND 011.

Exhibit prepared by:
Action Surveys
1045 Main Street, Suite 102
Riverside, CA 92501
(951) 686-6166

Scale: 1" = 100'

Assessor's Parcel Number:
303-120-008, 303-120-009,
303-120-010, and 303-120-011

Date Exhibit Prepared:
June 2, 2016



PARCELS 1-4
PARCEL MAP No. 11353
P.M. 59 / 19

PREPARED UNDER THE SUPERVISION OF:

Gabriel D. Ybarra 6/02/16
GABRIEL D. YBARRA L.S. 4343 DATE

LINE DATA

①	BEARING	DISTANCE
①	S 46°15'55" E	32.58'
②	S 41°20'55" W	33.92'
③	N 37°22'57" E	31.97'
④	N 46°15'55" W	28.33'
⑤	N 01°21'33" W	3.00'

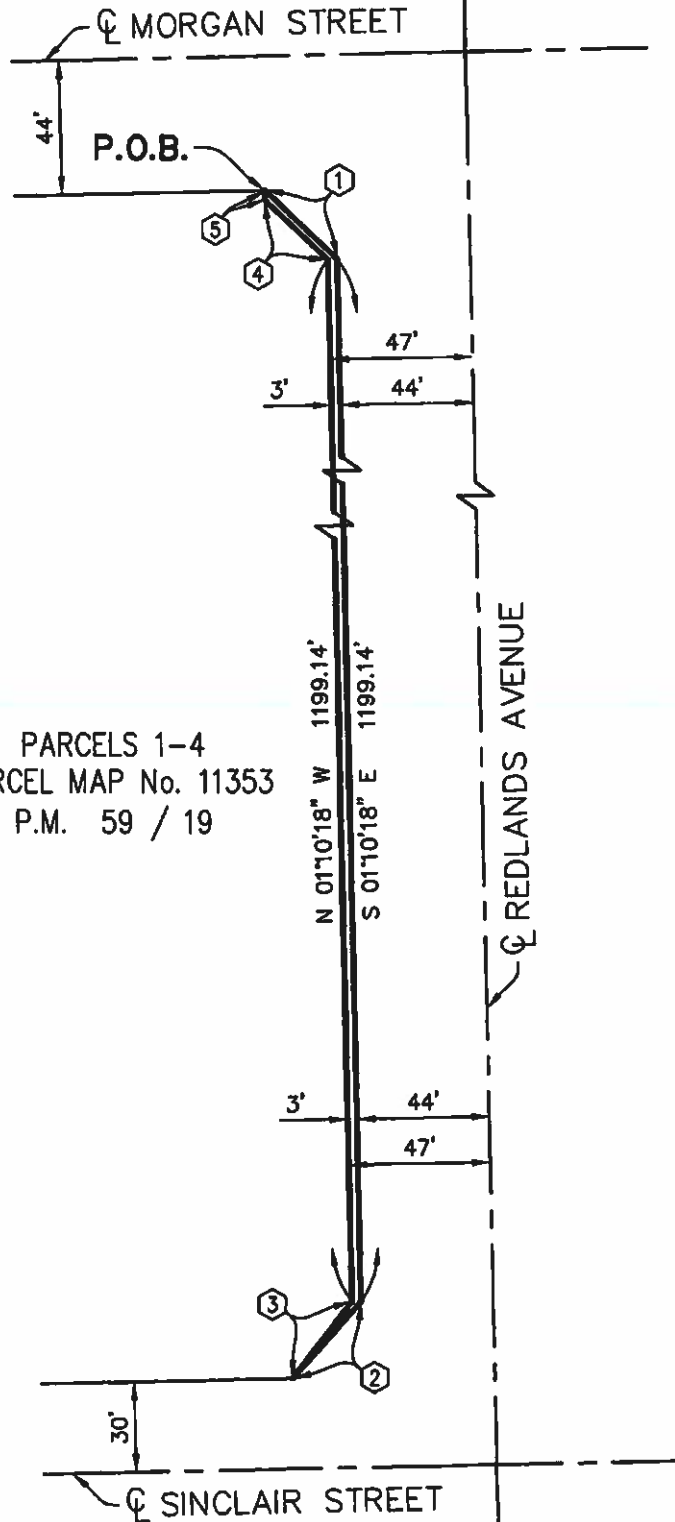
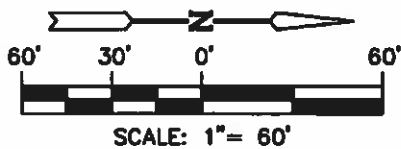


Exhibit "B"

Certificate of Acceptance

[on following page]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
City Clerk, City Hall
101 N. "D" Street
Perris, CA 92570

FREE RECORDING: This instrument is
for the benefit of the City of Perris
and is entitled to be recorded
without fee. (Gov. Code § 6103)

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Perris, a California municipal corporation ("City"), by and through its City Council, hereby accepts the Offer of Dedication recorded in the Official Records of the Recorder of the County of Riverside, California, on June 28, 2016 as Instrument No. 0263961, executed by PP, LLC, an Idaho limited liability company, of a portion of Assessor's Parcel Numbers ("APNs") 303-120-008, 303-120-009, 303-120-010, and 303-120-011, and hereby consents to the recordation hereof by its duly authorized officer. This acceptance is made pursuant to the authority conferred by City Resolution No. _____ adopted on _____, 2020.

Dated: _____, 2020

CITY OF PERRIS, a California
municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT 3

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
ACCEPTING PP, LLC'S IRREVOCABLE OFFER OF DEDICATION FOR
PUBLIC PURPOSES (APNS 303-120-002, 303-120-009, 303-120-021, 303-120-022,
and 303-120-024)**

WHEREAS, pursuant to Government Code § 7050, PP, LLC made an irrevocable offer of dedication to the City of Perris ("City"), attached hereto as Exhibit "A," of a portion of APNs 303-120-002, 303-120-009, 303-120-021, 303-120-022, and 303-120-024, in the City of Perris, County of Riverside, State of California as more particularly described in the legal description attached to Exhibit A, for street and highway improvement purposes (the "Offer"); and

WHEREAS, PP, LLC, an Idaho limited liability company, is the owner of APNs 303-120-002, 303-120-009, 303-120-021, 303-120-022, and 303-120-024 and subject to the terms and conditions of the Offer; and

WHEREAS, pursuant to Government Code section 7050, the City's City Council may accept all or any portion of an irrevocable offer of dedication at any time; and

WHEREAS, the City Council desires to accept the Offer at this time for the public purposes stated therein, namely for public street and highway improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF PERRIS AS FOLLOWS:**

Section 1. All of the above-stated recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby accepts the Offer for public street and highway improvements.

Section 3. The City Clerk is hereby authorized and directed to cause a Certificate of Acceptance to be recorded on behalf of the City in the Office of the Riverside County Recorder, and to certify the adoption of this resolution. The Mayor, City Manager, and City Clerk are hereby authorized and directed to execute any and all other documents as may be necessary to effect the recordation of the Certificate of Acceptance and its enforcement.

PASSED, APPROVED and ADOPTED, this 10th day of November, 2020.

Mayor

ATTEST:

City Clerk

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

I, _____, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 10th day of November, 2020 by the following vote:

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

Nancy Salazar

Exhibit “A”

Irrevocable Offer of Dedication

[on following pages]

2019-0505831

12/09/2019 11:54 AM Fee: \$ 0.00

Page 1 of 8

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:
City of Perris

AND WHEN RECORDED MAIL TO:
City of Perris
Attn: Judy L. Haughney, Asst. City Clerk
101 N. D Street
Perris, CA 92570
*Exempt from recording Fee, per
Government Code Section 6103

30					R	A	Exam: 1628		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
8									
SIZE	NCOR	SMF	NCHG	T:	NIC				

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Offer of Dedication-PP, LLC

Title of Document

APN# 303-120-002, 303-120-021, 303-120-022, 303-120-024, 303-120-009

TRA: _____

DTT: 0 _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

WHEN RECORDED MAIL TO:
City Clerk
City Hall
101 North 'D' Street
Perris, CA 92570

FREE RECORDING This Instrument
is for the benefit of the City of
Perris and is entitled to be
recorded without fee.
(Gov. Code 6103)

OFFER OF DEDICATION

On this 20 day of November, 2019, _____
PP, LLC, an Idaho Limited Liability Company
irrevocably offers for dedication to the CITY OF PERRIS, a municipal corporation, pursuant to
the provisions of California Government Code Section 7050, Streets and Highways Code 1806
for public street and highway purposes, together with all right to construct and maintain utilities,
sewers, drains and other improvements consistent with the use as a public street and highway,
that real property located in the City of Perris, County of Riverside, State of California and more
particularly described as follows:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR PLAT,
ATTACHED HERETO AND MADE A PART HEREOF

PP, LLC, an Idaho Limited Liability
Company



By: Brett D. Bashaw, it's Manager

SEE NOTARY ACKNOWLEDGEMENT ON NEXT PAGE

ACKNOWLEDGMENT

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

State of California
County of Riverside

On November 20, 2019 before me, Maribel Herrera, Notary Public
(here insert name and title of the officer)

personally appeared Brett D. Bashaw

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Maribel Herrera*

(Seal)

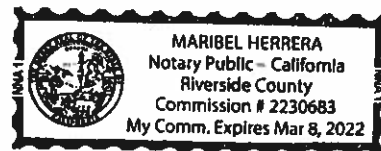


EXHIBIT "A"

PARCEL 1

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 11353, AS SHOWN BY MAP ON FILE IN BOOK 59, OF PARCEL MAPS, AT PAGE 19, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THOSE PORTIONS OF LOTS 2 AND 3, IN BLOCK 20, OF THE RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14 OF MAPS, AT PAGE 668, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA AND THAT PORTION OF PARCEL 7 OF PARCEL MAP NO. 21785, AS SHOWN BY MAP ON FILE IN BOOK 153 OF PARCEL MAPS, AT PAGES 80 THROUGH 81, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LETTERED LOT "B" AS SHOWN ON SAID PARCEL MAP NO. 11353;

THENCE SOUTH 01 ° 21' 15" EAST, ALONG A LINE THAT IS AT A RIGHT ANGLE TO THE CENTERLINE OF MORGAN STREET, A DISTANCE OF 3.00 FEET, TO A POINT ON A LINE THAT IS PARALLEL WITH AND 47.00 FEET SOUTHERLY OF, AT A RIGHT ANGLE TO THE CENTERLINE OF MORGAN STREET ;

THENCE SOUTH 88 ° 38' 45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2262.69 FEET TO THE WESTERLY LINE OF PARCEL 7 OF SAID PARCEL MAP NO. 21785;

THENCE NORTH 01 ° 11' 14" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 3.00 FEET, TO A POINT ON A LINE THAT IS PARALLEL WITH AND 44.00 FEET SOUTHERLY OF, AT A RIGHT ANGLE TO THE CENTERLINE OF MORGAN STREET;

THENCE NORTH 88 ° 38' 45" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2262.69 FEET TO THE POINT OF BEGINNING.

PARCEL 2

THE NORTHERLY 14.00 FEET OF LOT 2, IN BLOCK 20,
OF THE RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14 OF MAPS, AT
PAGE 668, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

PREPARED UNDER THE SUPERVISION OF:

Gabriel D. Ybarra 11-12-2019
GABRIEL D. YBARRA DATE
L.S. 4343
REG. EXP. 06-30-20

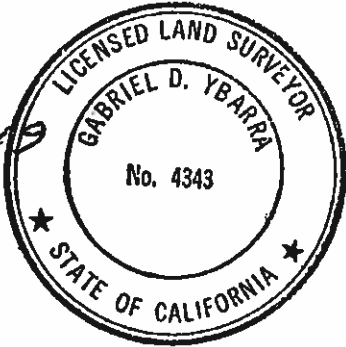


EXHIBIT "B"

SHEET 1 OF 2 SHEETS

SHOWING THE DEDICATION OF RIGHT OF WAY
FOR MORGAN STREET OVER PORTIONS OF
A.P.N.s 303-120-002, 022, 024, AND 009.

Exhibit prepared by:
Action Surveys
1045 Main Street, Suite 102
Riverside, CA 92501
(951) 686-6166

Scale: 1" = 60'

Assessor's Parcel Number:
303-120-002, 303-120-021,
303-120-022, 303-120-024,
and 303-120-009

Date Exhibit Prepared:
June 13, 2018



PREPARED UNDER THE SUPERVISION OF:
Gabriel D. Ybarra
11/12/19
GABRIEL D. YBARRA L.S. 4343 DATE

LINE DATA

(N)	BEARING	DISTANCE
①	S 01°21'15" E	3.00'
②	N 01°11'14" W	3.00'

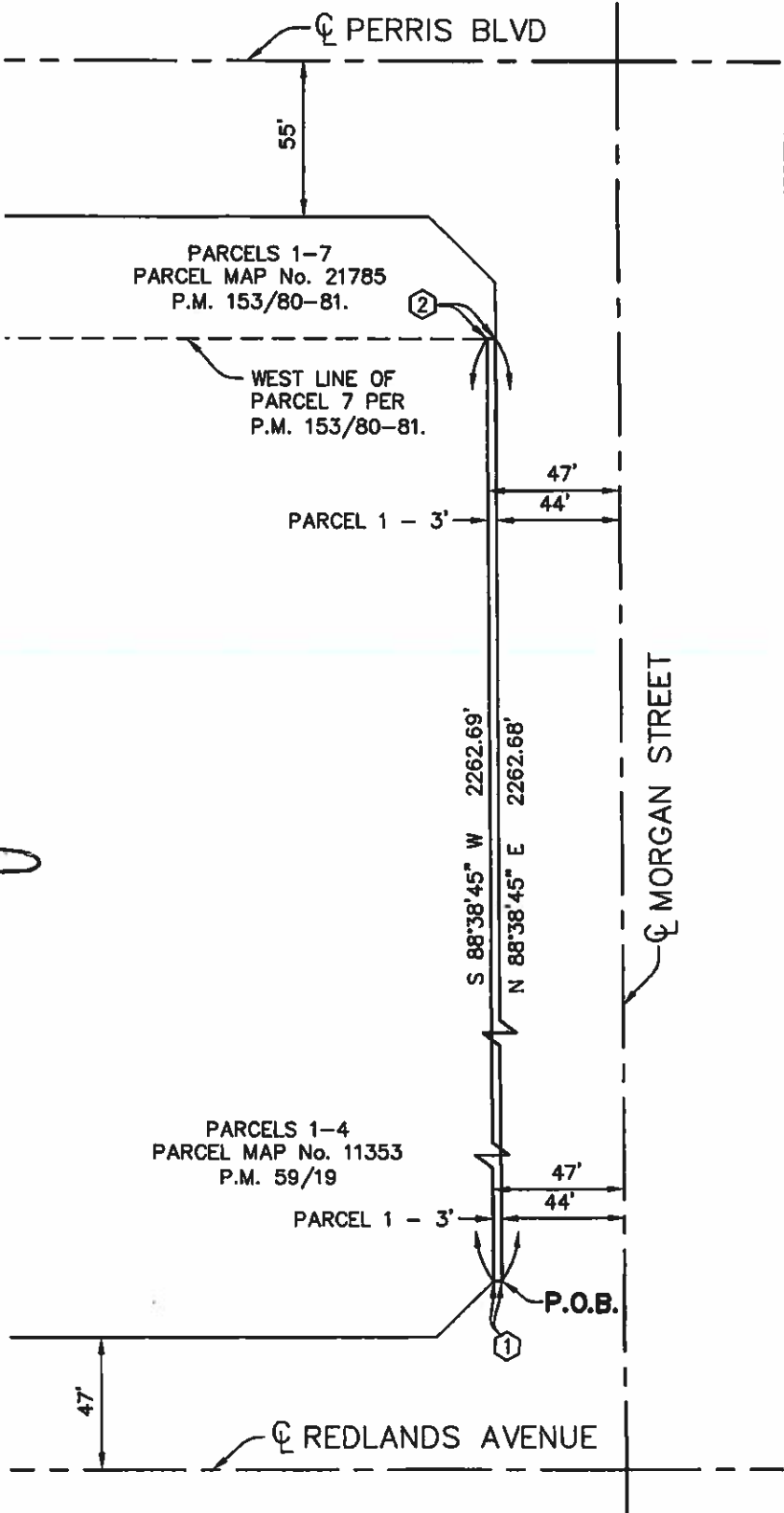
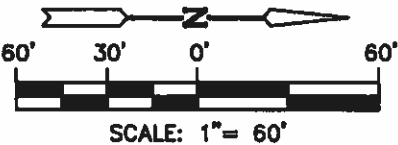
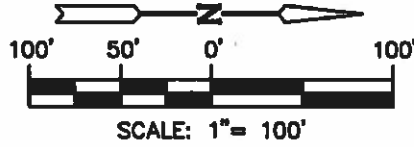


EXHIBIT "B"



SHOWING AN ADDITIONAL 14 FOOT DEDICATION OF A
PORTION OF LOT 2 IN BLOCK 20 OF THE RIVERSIDE TRACT,
AS SHOWN BY MAP ON FILE IN BOOK 14 OF MAPS, AT
PAGE 668, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

☉ PERRIS BOULEVARD



PREPARED UNDER THE SUPERVISION OF:

Gabriel D. Ybarra
GABRIEL D. YBARRA L.S. 4343 DATE 11/12/19

N 01°11'01" W 660.17'

N 88°38'45" E 1320.30'

N 88°39'01" E 660.08'

LOT 2
BLOCK 20
RIVERSIDE TRACT
M.B. 14/668 S.D.Co.

PARCEL 2 - 14'

30'

660.15'

660.15'

N 88°38'45" E 660.15'
☉ MORGAN STREET

PARCEL 2 - 14'

30'


N 01°10'39" W 660.22'

CERTIFICATE OF ACCEPTANCE

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

The City of Perris, a municipal corporation, consents to the hereinabove irrevocable Offer of Dedication. The undersigned officer consents on behalf of the City Council pursuant to authority conferred by Resolution Number 1200 adopted on April 9, 1984 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: 12/9/2019


Richard Belmudez, City Manager

ATTEST:



Judy L. Haughney, Assistant City Clerk



Exhibit “B”

Certificate of Acceptance

[on following page]

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City Clerk, City Hall
101 N. "D" Street
Perris, CA 92570

FREE RECORDING: This instrument is
for the benefit of the City of Perris
and is entitled to be recorded
without fee. (Gov. Code § 6103)

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Perris, a California municipal corporation ("City"), by and through its City Council, hereby accepts the Offer of Dedication recorded in the Official Records of the Recorder of the County of Riverside, California, on December 9, 2019 as Instrument No. 0505831, executed by PP, LLC, an Idaho limited liability company, of a portion of Assessor's Parcel Numbers ("APNs") 303-120-002, 303-120-009, 303-120-021, 303-120-022, and 303-120-024, and hereby consents to the recordation hereof by its duly authorized officer. This acceptance is made pursuant to the authority conferred by City Resolution No. _____ adopted on _____, 2020.

Dated: _____, 2020

CITY OF PERRIS, a California
municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: Annexation of PM 37457 to Maintenance District No. 84-1. Located at the northwest corner of Indian Avenue and Ramona Expressway. (Owner: IDIL Ramona, LLC).

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex PM 37457 and setting a public hearing date of January 12, 2021

CONTACT: Stuart McKibbin, City Engineer



BACKGROUND/DISCUSSION: PM 37457 is a 428,730 square feet (SF) Warehouse building, including 8,800 SF of supporting office on 25.26 acres in the Light Industrial zone of the Perris Valley Commerce Center Specific Plan (PVCCSP), located at the northwest corner of Indian Avenue and Ramona Expressway. (See attached Boundary Map).

Annexation of PM 37457 will allow the City to finance the annual maintenance of streetlight and traffic signal improvements installed in conjunction with this property. The project specifically benefits from thirteen (13) new street lights to be installed on Ramona Expressway and Indian Avenue, and from existing and future traffic signals.

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$4,909.94. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
 Assistant City Manager 
 Finance Director 

Attachments:

- 1. Resolution Ordering Preparation of the Engineer's Report**
- 2. Engineer's Report**
- 3. Resolution Preliminarily Approving Engineer's Report**
- 4. Resolution of Intention to Annex PM 37457 to Maintenance District No. 84-1**

Consent: x
Public Hearing:
Business Item:
Presentation:
Other:

Attachment No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PM 37457 INTO MAINTENANCE DISTRICT NUMBER 84-1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (the "District"); and

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

WHEREAS, the City Council has heretofore appointed Stuart McKibbin, the City Engineer for the City of Perris, as the "Engineer of Work" for Maintenance District Number 84-1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

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

Section 2. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the streetlights, traffic signals and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California,

Section 3. That PM 37457 be defined as that area to be annexed to the City of Perris Maintenance District Number 84-1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of PM 37457 to Maintenance District Number 84-1, City of Perris, County of Riverside, State of California."

Section 5. That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 6. That Stuart McKibbin, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Willdan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

Section 7. That Stuart McKibbin, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

Section 8. That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

Section 9. That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and **APPROVED** this 10th day of November, 2020.

Mayor, Michael M. Vargas

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 10th day of November, 2020, by the following called vote:

Ayes:
Noes:
Absent:
Abstain:

City Clerk, Nancy Salazar

Attachment No. 2

AGENCY: City of Perris
PROJECT: Annexation of PM 37457
To Maintenance District No. 84-1
TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2020 to June 30, 2021, for that area to be known and designated as:

**"Annexation of PM 37457
to Maintenance District No. 84-1"**

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

Executed this 10th day of November, 2020.

STUART MCKIBBIN, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 12th day of January, 2021, by adoption of Resolution _____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 10th day of November, 2020.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. Plans and Specifications. Generally, the work to be performed consists of the annual energy and maintenance costs for thirteen (13) new streetlights. The streetlights to be installed and maintained are shown on the plans and specifications prepared by Carter Group Architects Inc., and entitled, "STREET IMPROVEMENT PLANS FOR IDI LOGISTICS-INDIAN & RAMONA CITY OF PERRIS- DPR 18-00002- PM37457."

In addition to the streetlights, this area benefits from existing and future traffic signals. Of specific benefit are the traffic signals at the intersection of Ramona Expressway with Indian Avenue and the future traffic signal at the intersection of Indian Avenue and Perry Street.

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

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

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

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

Facility	Quantity	Annual Cost	Total Cost
Street Lights			
9,500 Lumen	0	\$149.28	\$00.00
High-Output LED	13	\$204.12	2,653.56
Traffic Signals			
Ramona Exprwy and Indian Ave	5%	\$8,548.15	427.41
Indian Ave and Perry St	100%	\$8,548.15	8,548.15
Subtotal			\$11,629.12
Incidental Costs			\$1,744.37
City Contribution for Street Lights	13	-\$54.84	-712.92
Resolution No. 5699			-7,750.63
Balance to Assessment			\$4,909.94

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

Street lighting and the orderly circulation of traffic directly benefits the area to be annexed to Maintenance District No. 84-1. Any share of the benefits received that does not provide a special benefit to the assessed properties is a general benefit provided by the improvements. The cost of the general benefit is not to be assessed to the properties in the district.

The cost of the general benefit is to be contributed by the City. This cost for lights is equal to the unit cost difference between a local street light and an arterial street light. A local street light is the standard required on a local street. Arterial streets require a higher output street light in order to service a capacity greater than the local traffic.

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

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

$$\frac{1.0 \text{ Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$4,909.94}{25.26 \text{ AC}} = \$46.28 \text{ per Benefit Unit}$$

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

Reference is made to the FY 2020/2021 annual proceedings for Maintenance District No. 84-1, as confirmed and set forth in Resolution 5699 approved on July 28, 2020. Under these proceedings, the benefit for the annual maintenance of streetlight and traffic signals is equal to \$46.28 per Benefit Unit, or single family home. For the purposes of this report, this assessment determines the net specific streetlight and traffic signal benefit.

Assessor's Parcel Number 302-050-036 was originally annexed into MD 84-1 as part of project PM 36010. This parcel is being re-annexed into the MD 84-1 district due to the updated improvements benefitting this parcel.

The assessment, by Parcel, is as follows:

Parcel	APN	Net Acreage	Taxable Acreage	Benefit Units	Estimated Maximum Annual Assessment
1	302-050-036	7.56	7.56	31.75	\$1,469.48
2	302-060-005	6.90	6.90	28.98	\$1,341.19
3	302-060-006	2.02	2.02	8.48	\$392.64
4	302-060-038	8.78	8.78	36.88	\$1,706.62
Total		25.26	25.26	106.09	\$4,909.94

With the construction of streetlights, as a condition of approval, the developer is required by the City to provide certain standard street lighting for the area within the development;

and the energy costs for the initial 18-month period. No newly annexed area or portion thereof is assessed prior to the completion of the 18-month period.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2020 to June 30, 2021, reference is made to the Assessment Roll included herein as Attachment No.1.

PART 4. **A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with the boundary of PM 37457. Said boundary is designated as "Diagram of Annexation of PM 37457 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

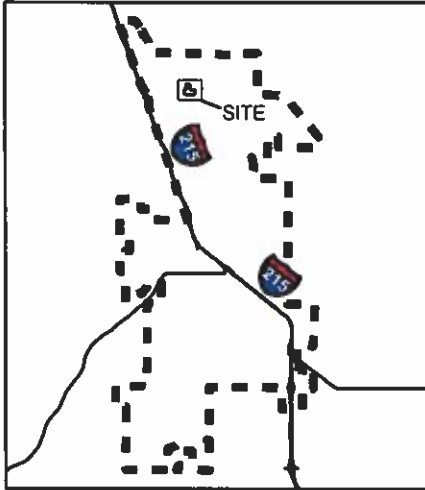
**Assessment Roll
Annexation of PM 37457
To Maintenance District No. 84-1
City of Perris**

Assessment Number	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2020/2021
1	302-050-036	\$1,469.48	0.00
2	302-060-005	1,341.19	0.00
3	302-060-006	392.64	0.00
4	302-060-038	1,706.62	0.00
Total		\$4,909.94	\$0.00

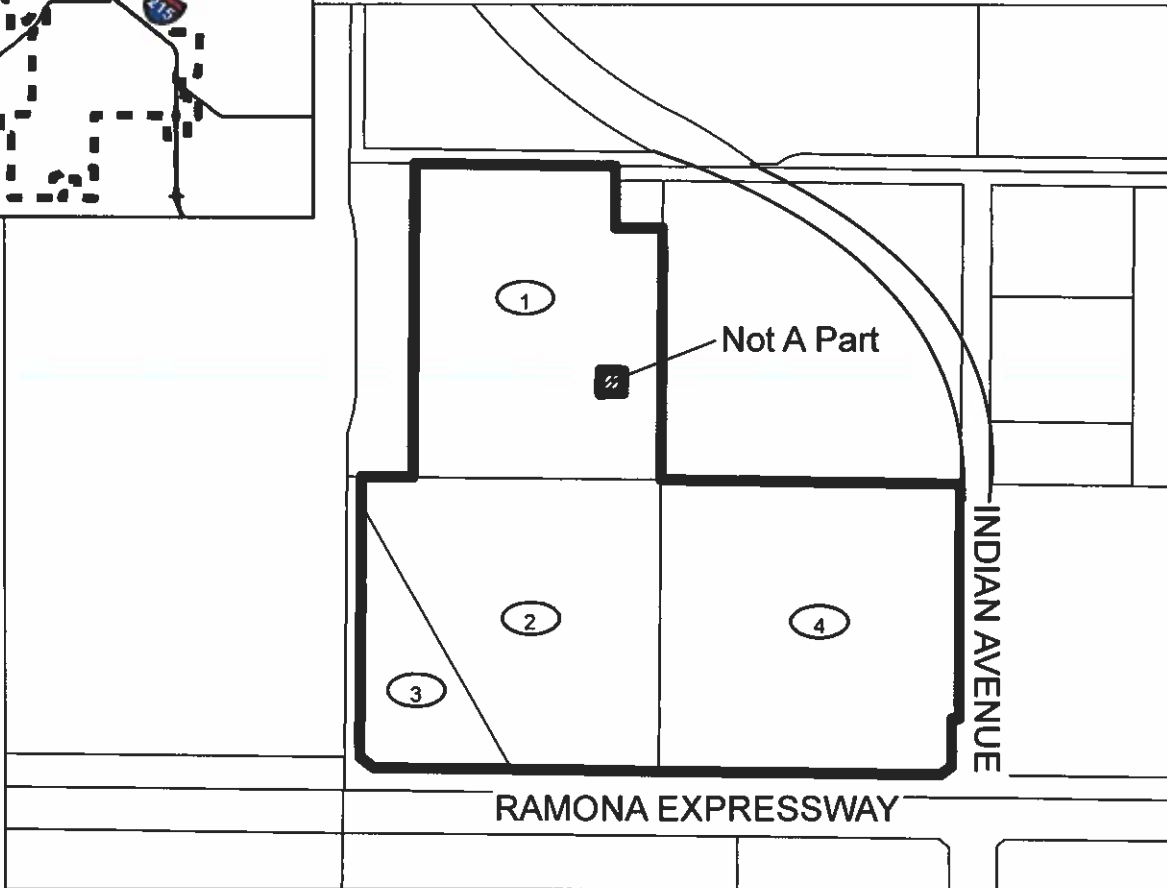
Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.




DIAGRAM OF ANNEXATION OF PM 37457 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



- Legend**
-  ANNEXATION BOUNDARY
 -  MAP REFERENCE NUMBER
 -  CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-050-036
2	302-060-005
3	302-060-006
4	302-060-038



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

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Los Angeles)

On Sept 1, 2020 before me, K. Larsen, Notary Public
(Here insert name and title of the officer)

personally appeared, Stephen Hollis,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) 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.

K. Larsen
 Signature



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Consent & Waiver to
(Title or description of attached document)
Annexation
(Title or description of attached document continued)
 Number of Pages _____ Document Date 9/1/2020

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer Property Owner
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CONSENT AND WAIVER TO ANNEXATION

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

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

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


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

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

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

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

Dated: 9/1/2020


Signature

List Property Owner Name and Mailing Address

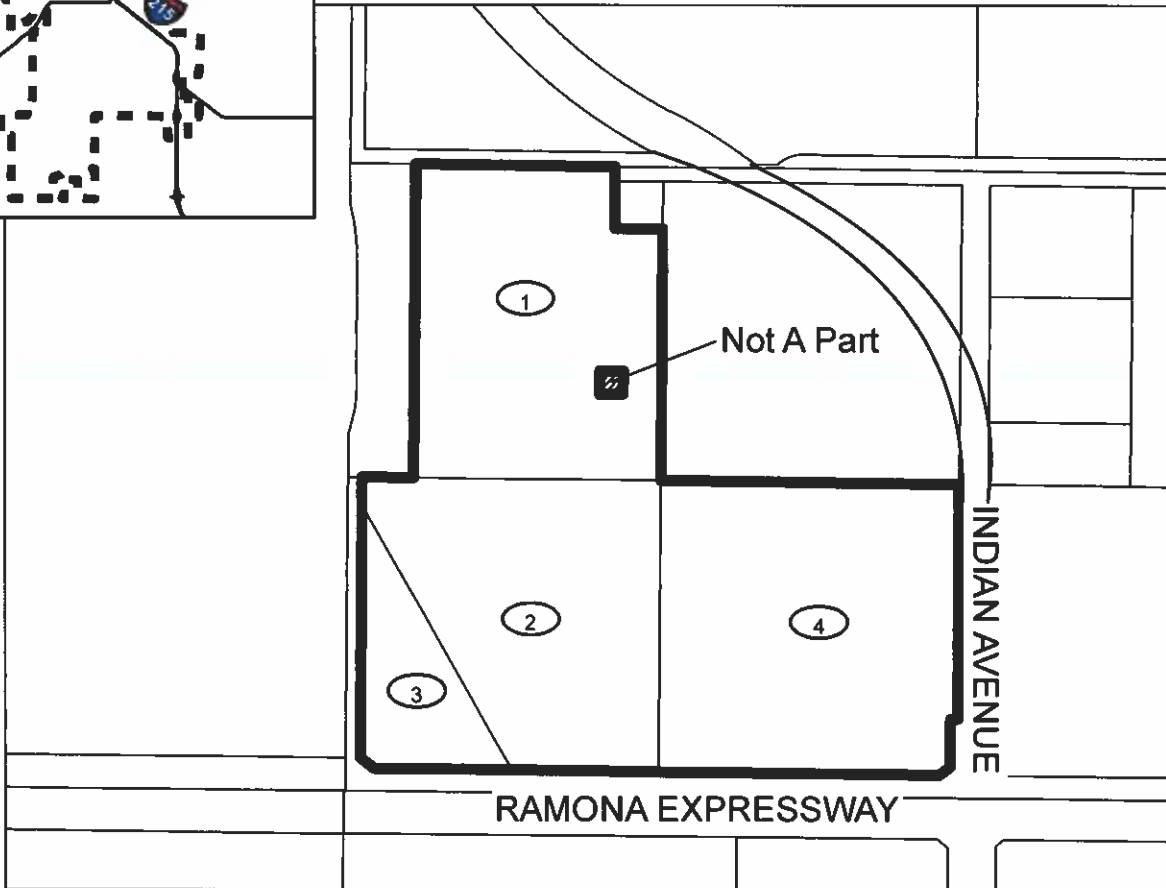
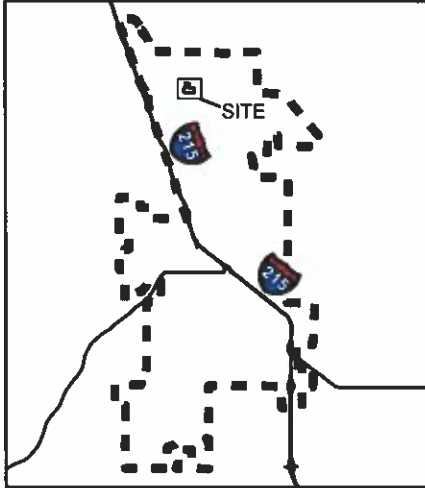
Please have notarized

ATTACHMENT 3 - 2

EXHIBIT A TO CONSENT AND WAIVER OF ANNEXATION OF PM 37457 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-050-036
2	302-060-005
3	302-060-006
4	302-060-038



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

Attachment No. 3

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PM 37457 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (the "District"); and

WHEREAS, on the 10th day of November, 2020, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act in connection with the annexation of PM 37457 ; and

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

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

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

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

Section 2. That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 3. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 4. That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 5. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

ADOPTED, SIGNED and APPROVED this 10th day of November, 2020.

Mayor, Michael M. Vargas

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 10th day of November, 2020, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 4

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37457 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 JANUARY 12, 2021

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the "District"); and

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the City Council to order the annexation of territory to the District; and

WHEREAS, on the 10th day of November, 2020, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

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

WHEREAS, said City Council has duly considered the Engineer's Report and each and every part thereof, and has found that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect; and

WHEREAS, the City now desires to declare its intention to annex certain property into the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

Section 1. Recitals. The Recitals set forth above are true and correct, and are incorporated herein by this reference.

Section 2. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to annex PM 37457 to the District, and to order the following work be done, to wit:

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

Section 3. Location of Work: The improvements to be maintained and serviced consist of the streetlights and traffic signals within said annexation.

Section 4. Description of Assessment District: That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of PM 37457 to Maintenance District Number 84-1" heretofore approved by the City Council of said City by Resolution No. _____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

Section 5. Report of Engineer: The City Council of said City by Resolution Number _____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of PM 37457, to Maintenance District Number 84-1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the streetlights and traffic signals and appurtenant facilities is \$46.28 per Benefit Unit (single family home). Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate increase projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on January 12, 2021, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

Section 8. Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Section 9. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published one time as required by Section 22552 of the California Streets and Highways Code, occurring no later than 10 days prior to the public hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris City News is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

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

notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 11. Designation of Contact Person: That this City Council does hereby designate, Stuart McKibbin, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

Section 12. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 10th day of November, 2020.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10th day of November, 2020, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



8.F.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: Annexation of PM 37457 to Landscape Maintenance District No. 1 (LMD 1). Located at the northwest corner of Indian Avenue and Ramona Expressway. (Owner: IDIL Ramona, LLC)

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex PM 37457 and setting a public hearing date of January 12, 2021

CONTACT: Stuart McKibbin, City Engineer



BACKGROUND/DISCUSSION: PM 37457 is a 428,730 square feet (SF) Warehouse building, including 8,800 SF of supporting office on 25.26 acres in the Light Industrial zone of the Perris Valley Commerce Center Specific Plan (PVCCSP), located at the northwest corner of Indian Avenue and Ramona Expressway. (See attached Boundary Map).

Annexation of PM 37457 will allow the City to finance the annual maintenance of landscape improvements to be installed adjacent to the project that benefits this property.

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$39,347.41. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
Assistant City Manager 
Finance Director 

Attachments:

- 1. Resolution Ordering Preparation of the Engineer's Report**
- 2. Engineer's Report**
- 3. Resolution Preliminarily Approving Engineer's Report**
- 4. Resolution of Intention to Annex PM 37457 to Landscape Maintenance District No. 1**

Consent:

Public Hearing:

Business Item:

Presentation:

Other:

Attachment No. 1

RESOLUTION NUMBER XXXX

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 153 PM 37457 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 153 therein (hereinafter referred to as the "Benefit Zone 153"); and

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

WHEREAS, the City Council has heretofore appointed Stuart McKibbin, the City Engineer for the City of Perris, as the "Engineer of Work" for Landscape Maintenance District Number 1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

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

Section 2. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

Section 3. That PM 37457 be defined as that area to be annexed to Benefit Zone 153, City of Perris Landscape Maintenance District Number 1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of PM 37457, to Benefit Zone 153, Landscape Maintenance District Number 1, City of Perris, County of Riverside, State of California."

Section 5. That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 6. That Stuart McKibbin, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Willdan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

Section 7. That Stuart McKibbin, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

Section 8. That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

Section 9. That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and **APPROVED** this 10th day of November, 2020.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 10th day of November, 2020, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 2

AGENCY: City of Perris

**PROJECT: Annexation of PM 37457
To Benefit Zone 153, Landscape Maintenance District No. 1**

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

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2020 to June 30, 2021, for that area to be known and designated as:

**"Annexation of PM 37457
To Benefit Zone 153, Landscape Maintenance District No. 1"**

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

Executed this 10th day of November, 2020.

**STUART MCKIBBIN, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA**

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 12th day of January, 2021, by adoption of Resolution _____ of the City Council.

**City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA**

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 10th day of November, 2020.

**City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA**

Report

PART 1. Plans and Specifications for the improvements to be maintained and/or improved for a fiscal year have been or will be designed for acceptance by the City of Perris. In general, there are two categories of improvements to be maintained.

The first category of improvements to be maintained includes the landscaping, irrigation, and appurtenances within the Ramona Expressway and Indian Avenue parkways along the frontage of PM 37457.

The second category of improvements to be maintained includes the landscaping, irrigation, and appurtenances within the Ramona Expressway and Indian Avenue medians along the frontage of PM 37457.

Reference is made to the following:

- Landscaping plans and specifications for improvements as prepared by Albert A. Webb Associates, that are entitled, "Off-Site Landscape Improvement Plans IDI Logistics- Indian And Ramona PM 37457," and
- Plans and specifications, prepared by Albert A. Webb Associates, that are entitled, "Street Improvement Plans for IDI Logistics- Indian & Ramona City of Perris- DPR 18-00002- PM37457."

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

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

Due to the soil, water, exposure, and pedestrian traffic, plant replacement in parkways is estimated at a 2% die-off rate at 2.5-feet on-center. For medians, plant replacement is estimated at a 3% die-off rate at 2.5-feet on-center. Tree trimming is scheduled to occur every other year. Mulch is applied every three years and irrigation replacement/repairs are scheduled to occur every fifth year. Approximately 10% of the mortared rock will be replaced yearly and the safety edge is estimated to be replaced every ten (10) years.

The maximum annual assessment is based on the estimated cost of maintaining the plants at maturity. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 153 (BZ 153).

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

<u>First Category of Improvements</u>			Unit	Years	Annual
<u>Item</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Cost</u>	<u>Occurrence</u>	<u>Cost</u>
Maintenance	22,100	SF	\$0.54	1	\$11,934.00
Plant Replacement	71	EA	\$15.75	1	1,118.25
Tree Trimming	45	EA	\$150.00	2	3,375.00
Irrigation Repairs and Replacement Fund	22,100	SF	\$0.06	5	265.00
Mulch	205	CY	\$30.00	3	<u>2,050.00</u>
Subtotal Parkway Maintenance					\$18,742.45
Incidentals					<u>\$3,748.49</u>
Total Parkway Costs					<u>\$22,490.94</u>
<u>Second Category of Improvements</u>					
Ramona Expressway and Indian Avenue Medians					
Maintenance	24,308	SF	\$0.54	1	\$13,126.32
Plant Replace	117	EA	\$15.75	1	1,842.75
Tree Trimming	63	EA	\$150.00	2	4,725.00
Irrigation Repair & Replacement Fund	4,862	SF	\$ 0.06	5	58.34
Mulch	226	CY	\$30.00	3	2,260.00
Mortared Rock	3,221	SF	\$0.55	10	177.16
Safety Edge Replacement Fund	3,749	LF	\$15.75	10	<u>5,904.54</u>
Subtotal Median Maintenance					\$28,094.11
Incidentals					<u>\$5,618.82</u>
Total Median Costs					<u>\$33,712.93</u>

*** Units Legend:**

CY = Cubic Yard

EA = Each

LF = Lineal Feet

SF =Square Feet

The median is in between BZ 153 and other Benefit Zones. Therefore, the cost of the median maintenance is shared equally between the zones such that parcels in BZ 153 will cover 50% of the annual assessment.

The total estimated cost of maintaining all the improvements in BZ 153 is summarized as follows:

Improvement Category	Estimated Annual Cost
Parkways	\$22,490.94
Medians	16,856.47
Total Estimated Annual Cost	\$39,347.41

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of all the improvements is \$19,673.70.

The property owner shall be responsible for the maintenance and upkeep of the public parkway landscaping set forth herein for a period of one year after acceptance of the improvements by the City of Perris. Benefit Zone 153, for the fiscal year commencing July 1, 2020 to June 30, 2021, will incur zero costs.

PART 3. The Assessment Roll shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of BZ 153, as shown on the Diagram, enclosed herein as Part 4.

The area within BZ 153 specifically benefits from the maintenance of parkways and medians along the streets that provide ingress and egress to BZ 153. PM 37457 is conditioned for the improvement of certain parkways as a requirement for development.

Assessor's Parcel Number 302-050-036 was previously annexed into Landscape Maintenance District No.1 within Benefit Zone 96. The location of this parcel and nature of improvements maintained under BZ 153 lends it to be included as a part of BZ 153. With the annexation of Benefit Zone 153, this parcel will detach from Benefit Zone 96 and will only be assessed under Benefit Zone 153 commencing in Fiscal Year 2021/2022.

The method of assessment is based on units, with 25.26 benefit units assigned to the net area within Benefit Zone 153. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 153 is equal to \$1,557.70 per benefit unit. The Benefit Units assigned and the corresponding current maximum annual assessment, per Parcel within Benefit Zone 153, are listed as follows:

<u>Parcel</u>	<u>Estimated Maximum Annual Assessment</u>			
	<u>Taxable Acreage/ Benefit</u>			
	<u>Units</u>	<u>Parkways</u>	<u>Medians</u>	<u>Total</u>
302-050-036	7.56	\$6,731.26	\$5,044.93	\$11,776.18
302-060-005	6.90	6,143.61	4,604.50	10,748.10
302-060-006	2.02	1,798.56	1,347.98	3,146.55
302-060-038	<u>8.78</u>	<u>7,817.52</u>	<u>5,859.06</u>	<u>13,676.57</u>
Totals	25.26	\$22,490.94	\$16,856.47	\$39,347.41

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2020 to June 30, 2021, reference is made to the Assessment Roll included herein as Attachment No. 1.

PART 4. **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with the boundary of PM 37457. Said boundary is designated as "Diagram of Annexation of PM 37457 to Benefit Zone 153, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

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

**Assessment Roll
Annexation of PM 37457
To Benefit Zone 153,
Landscape Maintenance District No. 1, City of Perris**

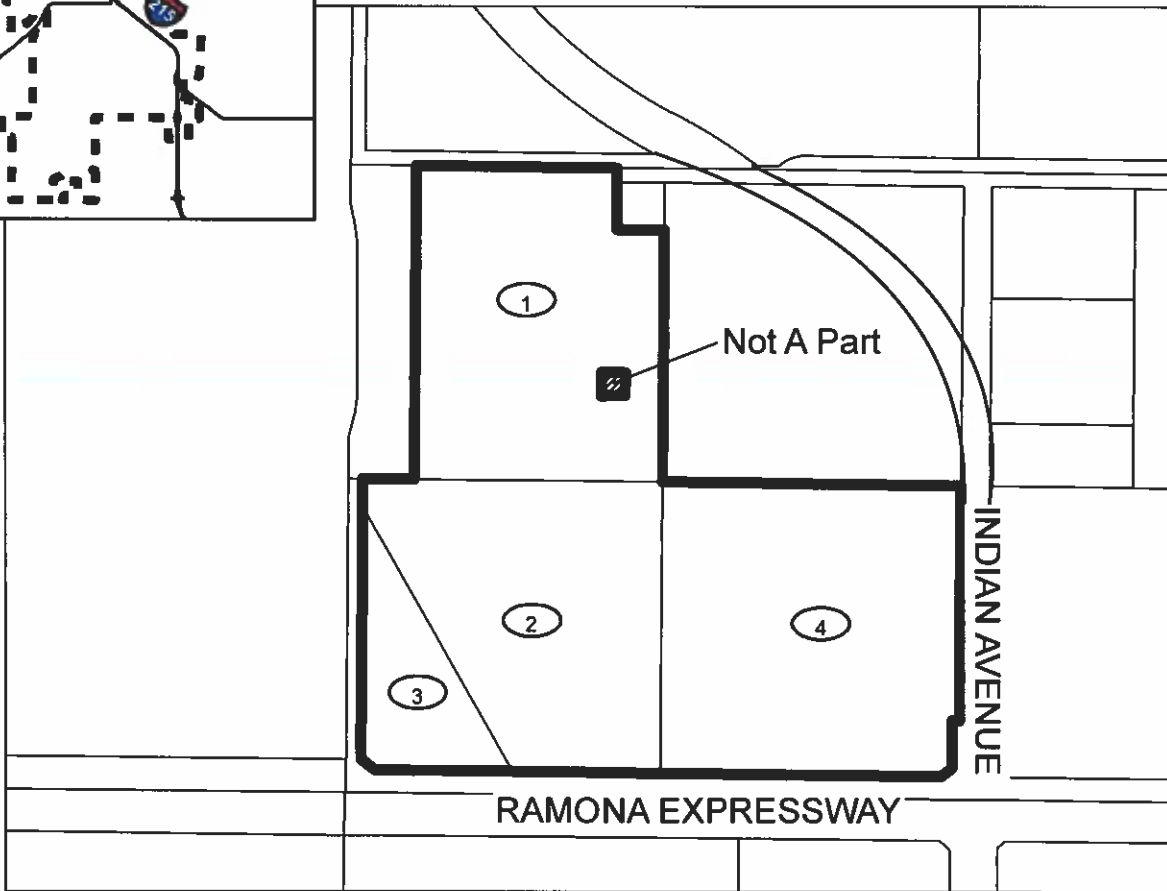
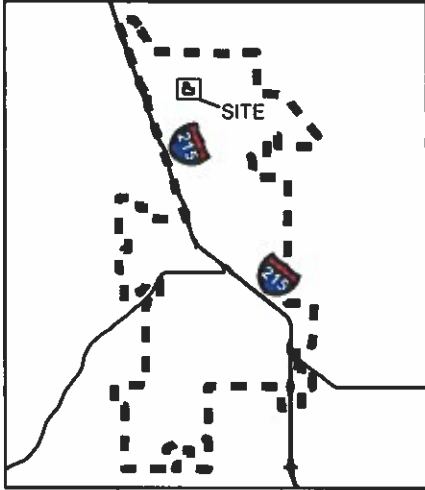
<u>Assessment Number</u>	<u>Description</u>	<u>Assessor Parcel Numbers</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2020/2021</u>
1	PM 37457	302-050-036	\$11,776.18	0.00
2	PM 37457	302-060-005	10,748.10	0.00
3	PM 37457	302-060-006	3,146.55	0.00
4	PM 37457	302-060-038	13,676.57	0.00

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.




DIAGRAM OF ANNEXATION OF PM 37457 TO BENEFIT ZONE 153 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

-  ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER
-  CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-050-036
2	302-060-005
3	302-060-006
4	302-060-038



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

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Los Angeles)

On Sept 1, 2020 before me, K. Larsen, Notary Public
(Here insert name and title of the officer)

personally appeared, Stephen Hollis,
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.

K. Larsen
Signature



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Consent & Waiver to Annexation
(Title or description of attached document)

Annexation
(Title or description of attached document continued)

Number of Pages _____ Document Date 9/1/2020

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer Property Owner
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CONSENT AND WAIVER TO ANNEXATION

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

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

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

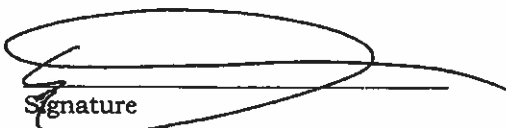
WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the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

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

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

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

Dated: 9/1/2020



Signature

List Property Owner Name and Mailing Address

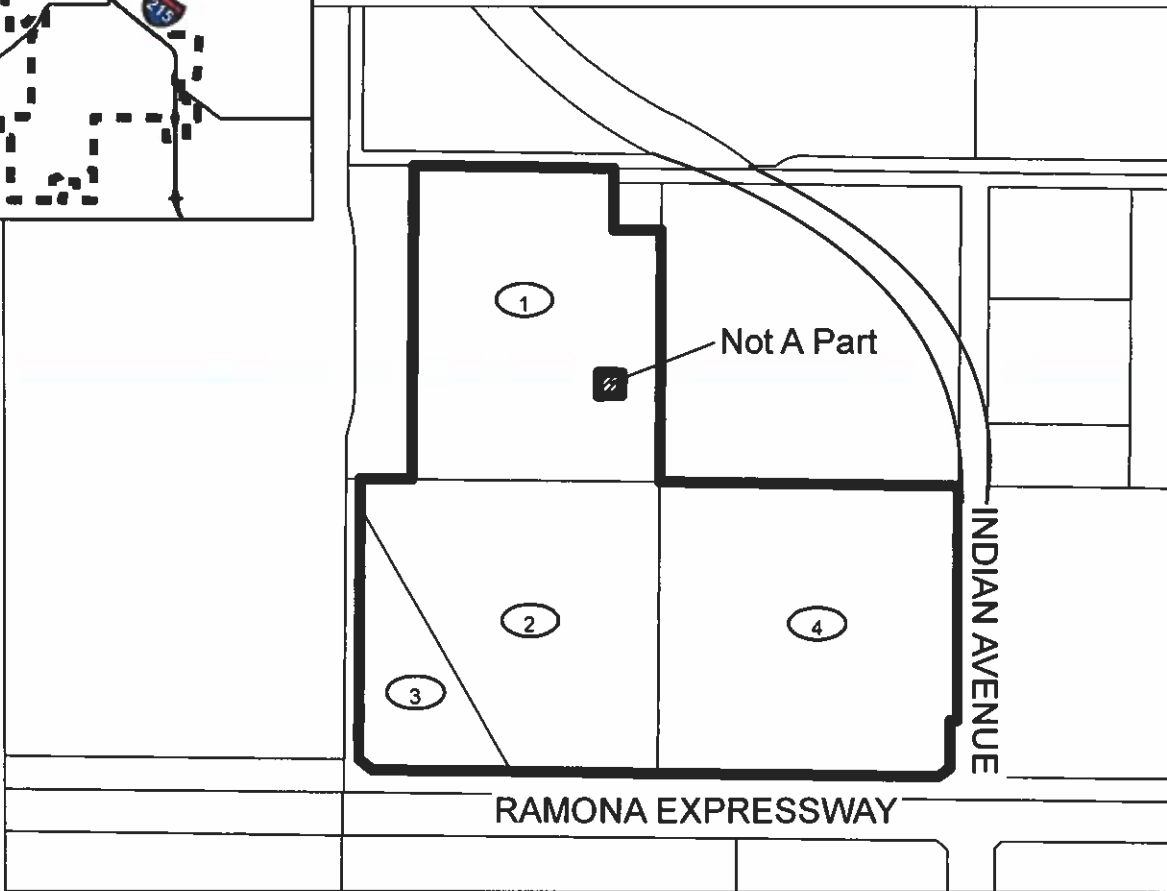
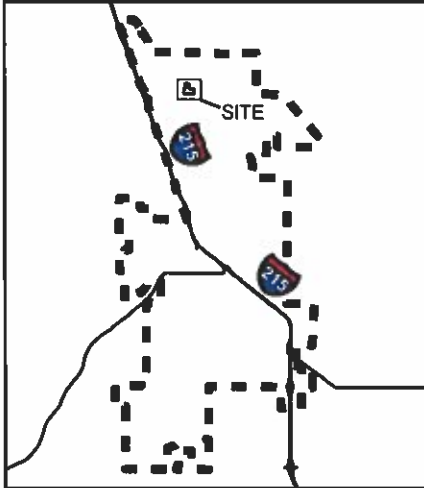
Please have notarized

ATTACHMENT 3 - 2

EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF PM 37457 TO BENEFIT ZONE 153 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



- Legend**
- ANNEXATION BOUNDARY
 - MAP REFERENCE NUMBER
 - CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-050-036
2	302-060-005
3	302-060-006
4	302-060-038



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

Attachment No. 3

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PM 37457 TO BENEFIT ZONE 153, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created Benefit Zone 153 therein (hereinafter referred to as the "Benefit Zone 153"); and

WHEREAS, on the 10th day of November, 2020, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by Act in connection with the annexation of PM 37457 to Benefit Zone 153; and

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

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

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

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

Section 2. That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 3. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 4. That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 5. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

ADOPTED, SIGNED and APPROVED this 10th day of November, 2020.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof 10th day of November, 2020, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 4

RESOLUTION NUMBER XXXX

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 153, 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 153, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37457 TO BENEFIT ZONE 153, 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 JANUARY 12, 2021

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 153 therein (hereinafter referred to as the "Benefit Zone 153"); and

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the City Council to order the annexation of territory to the District; and

WHEREAS, on the 10th day of November, 2020, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

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

WHEREAS, said City Council has duly considered the Engineer's Report and each and every part thereof, and has found that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect; and

WHEREAS, the City now desires to declare its intention to annex certain property into Benefit Zone 153 of the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

Section 1. Recitals. The Recitals set forth above are true and correct, and are incorporated herein by this reference.

Section 2. Description of Work: That the public interest and convenience requires, and it is the intention of the City Council of the City of Perris to annex PM 37457 to Benefit Zone 153 of the District, and to order the following work be done, to wit:

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

Section 3. Location of Work: The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting PM 37457. The landscaping, irrigation, and appurtenances to be maintained are the parkways and medians within Ramona Expressway and Indian Avenue along the frontage of PM 37457.

Section 4. Description of Assessment District: That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of PM 37457 to Benefit Zone 153, Landscape Maintenance District Number 1" heretofore approved by the City Council of said City by Resolution No ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

Section 5. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of PM 37457 to Benefit Zone 153, Landscape Maintenance District Number 1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to \$1,557.70 per Benefit Unit. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on January 12, 2021, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

Section 8. Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Section 9. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published one time as required by 22552 of the California Streets and Highways Code, with the publication occurring no later than 10 days prior to the public hearing at which the City Council will consider levying the proposed special assessments.

The published notice will encompass one-eighth of a newspaper page. The Perris City News is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

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

Section 11. Designation of Contact Person: That this City Council does hereby designate, Stuart McKibbin, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

Section 12. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and **APPROVED** this 10th day of November, 2020.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 10th day of November, 2020, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



8.G.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: Annexation of PM 37457 to Flood Control MD No. 1. Located at the northwest corner of Indian Avenue and Ramona Expressway. (Owner: IDIL Ramona, LLC).

REQUESTED ACTION: Adoption of Resolution of Intention to Annex PM 37457 to Flood Control Maintenance District No. 1 and set a public hearing date of January 12, 2021

CONTACT: Stuart McKibbin, City Engineer

BACKGROUND/DISCUSSION: PM 37457 is a 428,730 square feet (SF) Warehouse building, including 8,800 SF of supporting office on 25.26 acres in the Light Industrial zone of the Perris Valley Commerce Center Specific Plan (PVCCSP), located at the northwest corner of Indian Avenue and Ramona Expressway. (See attached Boundary Map).

As a condition of approval, the project is required to annex into FCMD 1. This district provides revenue for the annual maintenance of flood control improvements installed in conjunction with new development.

There are two categories of improvements to be maintained under Benefit Zone 118. The first category of improvements includes two (2) catch basins, 18-, 24-, and 36 inch reinforced concrete (RCP) storm drain pipes, and appurtenances located within the public right-of-way. Improvements in category one are to be maintained by Benefit Zone 118 in perpetuity.

The second category of improvements includes two (2) catch basins, 18- inch reinforced concrete (RCP) storm drain pipes, a double 14-foot by 5-foot reinforces concrete box (RCB), and transitions to collects runoff discharge from the existing drainage facility to the west, convey it through the property, and discharge the flow into the existing box culvert at the intersection of Indian Ave. Improvements within the second category are to be maintained on an interim basis pending the completion of certain master plan facilities and acceptance by Riverside County Flood Control and Water Conservation District (RCFC&WCD).

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$34,193.27. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
Assistant City Manager 
Finance Director ER

Attachments:

1. Engineer's Report
2. Resolution of Intention to Annex PM 37457 to Flood Control MD No. 1

Consent: x
Public Hearing:
Business Item:
Presentation:
Other:

Attachment No. 1

AGENCY: City of Perris

PROJECT: Annexation of PM 37457
To Benefit Zone 118, Flood Control Maintenance District No. 1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"

Pursuant to the direction from the City Council of the City of Perris, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Part 1 of Division 2 of Title 5 of the Government Code of the **STATE OF CALIFORNIA**, being the "Benefit Assessment Act of 1982", as amended, commencing with Section 54703. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2020 to June 30, 2021, for that area to be known and designated as:

**"Annexation of PM 37457
To Benefit Zone 118, Flood Control Maintenance District No. 1"**

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

Executed this 10th day of November, 2020.

Stuart McKibbin, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made the 12th day of January 2021, by adoption of Resolution ____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 10th day of November, 2020.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. A General Description of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect PM 37457 from inundation. These public improvements channel, contain and convey the storm flow away from the property and towards the Perris Valley Storm Drain Channel. There are two categories of improvements to be maintained.

The first category of improvements to be maintained under Benefit Zone 118 are improvements to be maintained in perpetuity. These improvements located at the north end of the project at Perry Street and Indian Avenue include two catch basins, 18-, 24- and 36-inch reinforced concrete (RCP) storm drain pipe; and, appurtenances located within the public right-of-way. Additionally, this project will contribute to the maintenance costs (30% contribution) of the downstream earthen channel and facilities along Ramona Expressway extending from Perris Boulevard to the Perris Valley Storm Drain Channel.

The second category of improvements are facilities along Ramona Expressway to be maintained include two catch basins, 18-inch RCP storm drain pipes, a double 14-foot by 5-foot reinforced concrete box (RCB) and transitions to collect runoff discharge from the existing drainage facility to the west, convey it through the property, and discharge the flow into the existing box culvert at the intersection of Indian Ave. Improvements within the second category are to be maintained on an interim basis pending the completion of certain master plan facilities and acceptance by Riverside County Flood Control and Water Conservation District (RCFC&WCD). Upon acceptance, these improvements will be maintained by RCFC&WCD.

Maintenance and upkeep of these storm drainage facilities includes, but is not limited to, general cleanup and debris removal, inspections, replacement, and repairs. Annual photo documentation is scheduled to take place, along with silt removal as required. Depending on that year's storm drain flow and the level of debris in the flow, a system cleaning may be required after the first rain and again during or at the end of the rainy season.

It is noted that the storm water pump station is to be maintained by the property owner. It is also noted that all private on-site storm drainage facilities and basins identified within the property line are to be maintained by the property owner and not the City of Perris.

PART 2. Plans and Specifications for the improvements to be maintained for a fiscal year have been approved by the City of Perris. The improvements are identified on the plans and specifications that are entitled:

- "Street Improvements Plans for IDI Logistics- Indian & Ramona City of Perris- DPR 18-00002- PM37457," prepared by Albert A. Webb Associates.
- "Riverside County Flood Control and Water Conservation District- Perris Valley MDP Line E Stage 4, Project No. 4-0-00488," Prepared by Albert A. Webb Associates.

The plans and specifications have been approved by the City Engineer for the City of Perris and are on file in the City of Perris Office of Public Works. The plans and specifications sufficiently show and describe the general nature, location, and extent of the improvements, and by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

PART 3. An Estimate of the cost for the public improvements to be maintained and/or improved for a given fiscal year includes labor, equipment, materials, and appurtenances. Incidentals include annual engineering, legal, City Clerk, and finance expenses to the District, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

The maximum annual assessment is based on the estimated cost of maintaining the facilities. The estimated annual cost for maintenance of the facilities is listed below.

First Category of Improvements				
<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
Catch Basins	2	Each	\$178.00	\$356.00
18" Storm Drain Pipes	58.86	LF	\$3.30	194.24
24" Storm Drain Pipes	96.72	LF	\$4.25	411.06
36" Storm Drain Pipes	231.28	LF	\$4.25	982.94
Drainage Channel (30%)				6,919.20
Subtotal				\$8,863.44
Incidentals				\$1,772.69
Annual Cost of Maintaining First Category of Improvements				\$10,636.13
Second Category of Improvements				
<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
Catch Basins	2	Each	\$178.00	\$356.00
18" Storm Drain Pipes	64.70	LF	\$3.30	213.51
14' by 5' Double Reinforced Concrete Box	1,203.20	LF	\$15.06	18,120.19
14' by 7' Reinforced Concrete Box	10.00	LF	\$7.53	75.30
Transition Structure	115.00	LF	\$7.53	865.95
Subtotal				\$19,630.95
Incidentals				\$3,926.19
Annual Cost of Maintaining Second Category of Improvements				\$23,557.14
 Total Estimated BZ 118 Annual Costs				 \$34,193.27

With service intervals and staggered maintenance operations, revenue requirements for maintenance will fluctuate year to year. Each year's maintenance operations will be funded by that year's assessment plus the fund balance remaining from prior year assessments.

Zero costs will be assessed to Benefit Zone 118 for the fiscal year commencing July 1, 2020 to June 30, 2021.

PART 4

The Assessment Roll shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 5.

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 118. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

Assessor's Parcel Number 302-050-036 was previously annexed into Flood Control Maintenance District No.1 within Benefit Zone 87. The location of this parcel and nature of improvements maintained under Benefit Zone 118 lends it to be included as a part of Benefit Zone 118. With the annexation of Benefit Zone 118, this parcel will detach from Benefit Zone 87 and will only be assessed under Benefit Zone 118 commencing in Fiscal Year 2021/2022.

The method of assessment is based on units, with 25.26 benefit units assigned to the net area within Benefit Zone 118. The current maximum annual assessment, under Benefit Zone 118, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities, is equal to \$1,353.65 per Benefit Unit, as follows:

$$\frac{\text{Annual Cost of First Category} + \text{Annual Cost of Second Category}}{\text{Benefit Units}} =$$

$$\frac{\$10,636.13 + 23,557.14}{25.26 \text{ Benefit Units}} = \$1,353.65 \text{ per Benefit Unit}$$

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2020 to June 30, 2021, reference is made to the Assessment Roll included herein as Attachment No. 1.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$17,096.64.

PART 5.

A Diagram of the Annexation. The boundary of the area to be annexed is coincident with PM 37457. Said boundary is designated as "Diagram of Annexation of PM 37457 to Benefit Zone 118, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The

lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 6. A Petition for Annexation to the District has been signed by the owner of the area within the proposed annexation. Said petition is included herein as Attachment No. 3.

Assessment Roll

**Annexation of PM 37457
To Benefit Zone 118,
Flood Control Maintenance District No. 1, City of Perris**

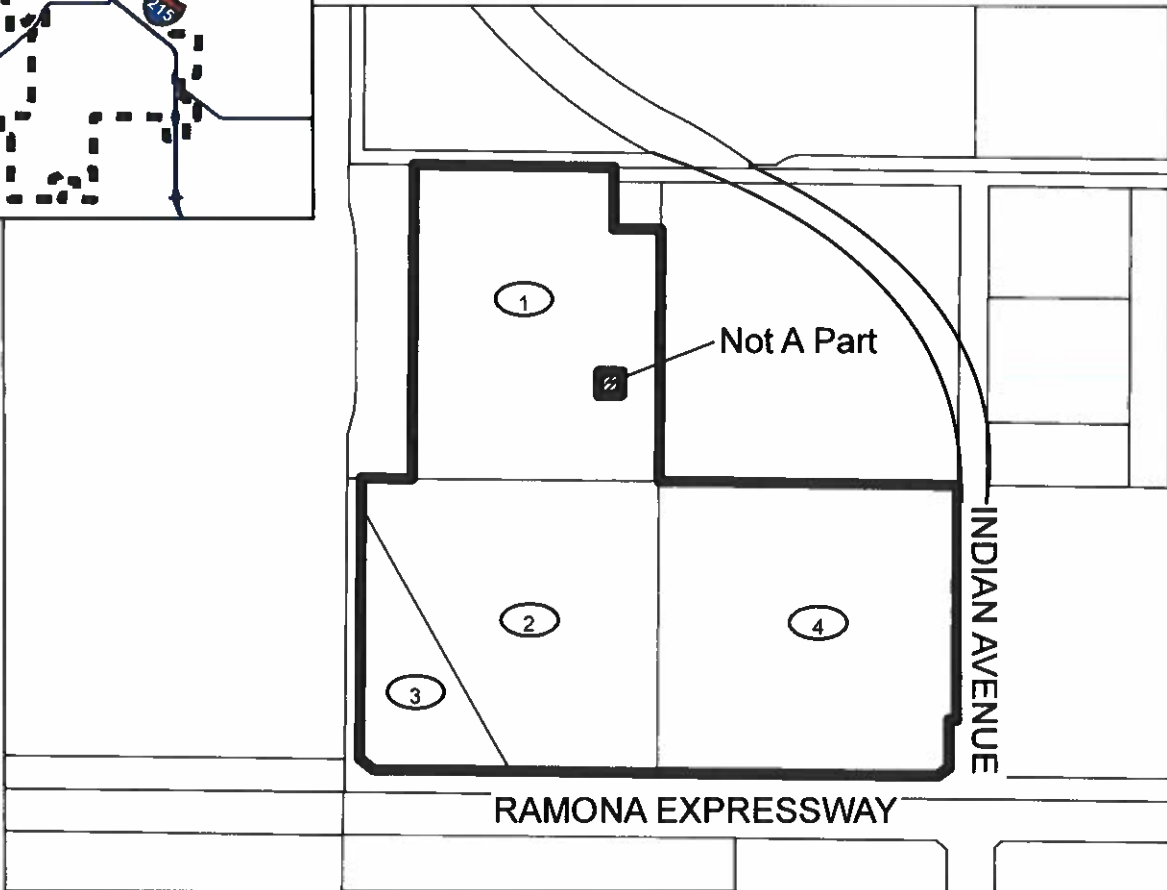
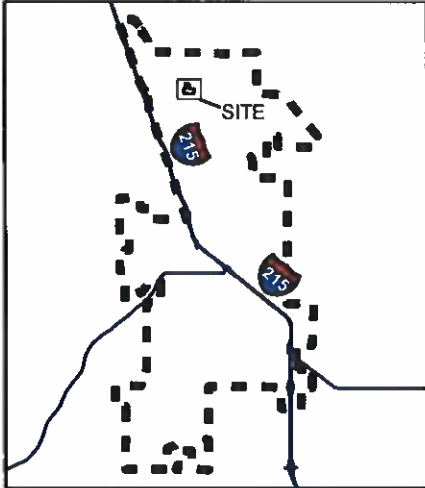
Benefit Zone / Assessment Number	Description	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2020/2021
118	PM 37457	302-050-036	\$10,233.62	\$0.00
118	PM 37457	302-060-005	9,340.20	\$0.00
118	PM 37457	302-060-006	2,734.38	\$0.00
118	PM 37457	302-060-038	11,885.07	\$0.00
	Total		\$34,193.27	\$0.00

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.




DIAGRAM OF ANNEXATION OF PM 37457 TO BENEFIT ZONE 118 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

-  ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER
-  CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-050-036
2	302-060-005
3	302-060-006
4	302-060-038



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

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Los Angeles)

On Sept 1, 2020 before me, K. Larsen, Notary Public
(Here insert name and title of the officer)

personally appeared, Stephen Hollis,
 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.

K. Larsen
 Signature (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Consent & waiver to Annexation
(Title or description of attached document)
(Title or description of attached document continued)
 Number of Pages _____ Document Date 9/1/2020

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer Property owner
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
 - Print the name(s) of document signer(s) who personally appear at the time of notarization
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

**PETITION FOR THE ANNEXATION TO A BENEFIT ASSESSMENT DISTRICT TO
FINANCE THE MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS**

**BEFORE THE CITY COUNCIL OF THE CITY OF PERRIS,
STATE OF CALIFORNIA**

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

TO: The City Council of the City of Perris

We, the undersigned, hereby:

- (1) Petition you to initiate and complete all necessary proceedings under the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code for the annexation to a benefit assessment district for the maintenance of certain flood control improvements which benefit the property described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (2) Certify that the proposed annexation to a benefit assessment district that will be subject to assessment for maintenance of such improvements, is that real property in the City of Perris, County of Riverside, State of California, generally described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (3) Certify that we constitute the owners(s), including mortgagees or beneficiaries under any existing mortgage or subject to assessment for the proposed annexation, of the property in the proposed annexation to a benefit assessment district, as shown by the last equalized assessment roll used by the County of Riverside at the time this Petition is filed and also constitute the owner(s) of sixty percent (60%) of the area of all assessable lands within the proposed annexation to a benefit assessment district.
- (4) In order to expedite the project, agree to dedicate all necessary rights-of-way or easements as determined necessary for maintenance of the public improvements.

Dated: 9/1/2020


Signature

List Property Owner Name and Mailing Address

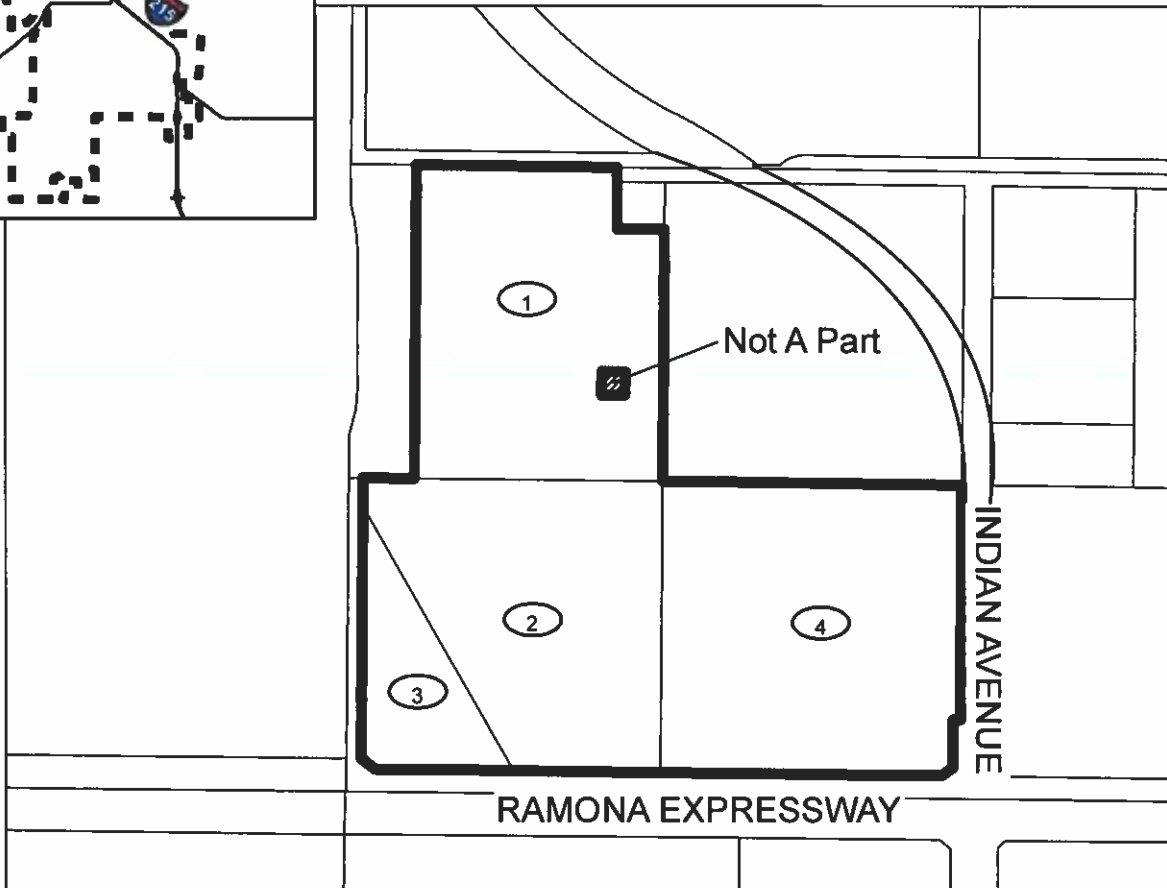
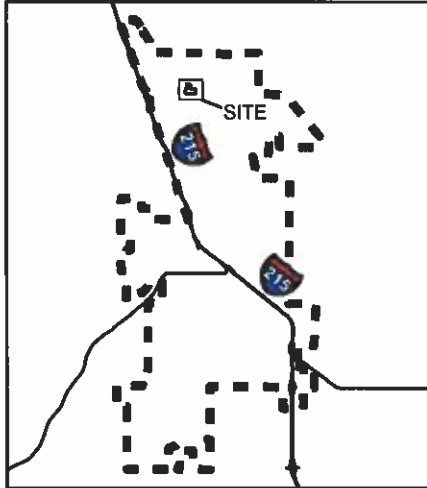
Please have notarized




ATTACHMENT 3-2

EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF PM 37457 TO BENEFIT ZONE 118 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



- Legend**
-  ANNEXATION BOUNDARY
 -  MAP REFERENCE NUMBER
 -  CITY OF PERRIS BOUNDARY

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-050-036
2	302-060-005
3	302-060-006
4	302-060-038



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

Attachment No. 2

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PM 37457 TO BENEFIT ZONE 118, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 12, 2021

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of PM 37457 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

WHEREAS, IDIL Ramona LLC (the "Owner") has presented signed petitions to the City Council requesting the annexation of PM 37457 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within PM 37457 ; and

WHEREAS, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within PM 37457 and

WHEREAS, to accomplish such purposes, the City Council proposes to annex PM 37457 to Benefit Zone 118, Flood Control Maintenance District No. 1.

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

Section 1. The public interest, convenience, and necessity require, and it is the intention of the City Council pursuant to the provisions of the Act to maintain the Improvements for the benefit of the properties within the area of benefit.

Section 2. Maintenance of the improvements will be of direct benefit to parcels within PM 37457 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of PM 37457 to Benefit Zone 118, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

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

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

Section 4. On the 12th day of January, 2021, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

Section 5. The City Clerk is hereby directed to publish notice of the hearing on the proposed assessment and notice of the filing of the Engineer's Report once a week for two successive weeks, with at least five days intervening between the respective publication dates, not counting such publication dates, in the Perris City News, a newspaper of general circulation within the area of benefit. The notice shall be 1/8 of a page in size and contain the following information:

- a. The amount of the assessment.
- b. The purpose of the assessment.
- c. The total estimated assessments expected to be generated annually.
- d. The method and frequency for collecting the assessment.
- e. The date, time, and location of the public hearing.
- f. The phone number and address of an individual that interested persons may contact to receive additional information about the assessment.

Section 6. The City Clerk is also hereby instructed to give additional notice of the hearing and notice of the filing of the Engineer's Report by posting a copy of this resolution in three public places within the City of Perris.

Section 7. The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council

will consider levying the new or increased assessments and shall be at least in 10-point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 8. That this City Council does hereby designate, Stuart McKibbin, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

ADOPTED, SIGNED and APPROVED this 10th day of November, 2020.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 10th day of November, 2020, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: Perris Boulevard Parkway and Medians Budget Request

REQUESTED ACTION: Authorize a budget adjustment for the Perris Boulevard Parkway and Medians Landscape Project (S121) in the amount of \$45,000 for additional expenditures.

CONTACT: Stuart E. McKibbin, City Engineer

BACKGROUND/DISCUSSION:

Conserve LandCare was awarded the contract for the Perris Boulevard Parkway and Medians Landscape Improvements Project on November 12, 2019 to complete irrigation and landscaping improvements in the medians and parkway from Orange Avenue to Placentia Avenue.

Installation of the project has been completed, but to become fully operational Southern California Edison must energize the meter.

The City Council authorized a total of \$323,000 to fund construction, contingencies, inspection and contract administration. Due to unexpected change orders related to electrical work for the irrigation controllers, and additional design support by contract services consultant, staff requests Council authorize an additional \$45,000 to cover the total project cost.

BUDGET (or FISCAL) IMPACT:

\$45,000 will be appropriated from Gas Tax (fund 136). There is adequate fund balance to cover this appropriation.

Prepared by: Tim Hamlin, Administrative Assistant

REVIEWED BY:

City Attorney _____
 Assistant City Manager _____
 Finance Director ER

Attachments:

1. Vicinity Map
2. CIP Sheet S121

Consent: Yes

Public Hearing:

Business Item:

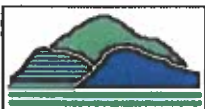
Presentation:

Other:

Attachment #1

Vicinity Map

P8-1338 PERRIS BOULEVARD PARKWAY & MEDIANS VICINITY MAP



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
DATE: 06/17/20

LEGEND:



PROJECT LOCATION



Attachment #2

CIP Sheet S121

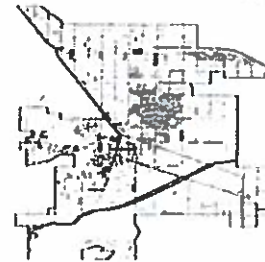
CITY OF PERRIS

Capital Improvement Program Project Details

Project Number: **5121**
 Project Title: **Perris Blvd Medians & Landscaping**
 Managing Department: **Public Works**



Project Description and/or Justification: : Install irrigation and landscaping in the medians and parkway adjacent to track homes, located on Perris Blvd. between Orange Ave and Placentia Ave.



Original Budget: 323,000
Budget Amendments: -
Total Project Costs: 25,044
Available Funds: 297,956

Project Dates:
Begin: FY 18/19
Completion:

Total Budget Additions (Deletions): -

Funding Sources:	Fund	Project to Date Available	Proposed 2019/2020	Plan 2020/2021	Plan 2021/2022	Plan 2022/2023	Total
External Contributions	157	114,956					\$ 114,956
Gas Tax	136	183,000					\$ 183,000
							\$ -
							\$ -
							\$ -
Total:		297,956	-	-	-	-	\$ 297,956

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2018/19	Ext. Contr. - Infrastructure Adopted Budget	140,000		140,000
				140,000
2019/20	Adopted Budget - Gas Tax	183,000.00		323,000
				323,000
				323,000
				323,000
				323,000
				323,000
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				323,000
				323,000
				323,000
				323,000
Total:		\$ 323,000	\$ -	\$ 323,000



CITY OF PERRIS

8.1.

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: Resolution in support of updating the 2010 March ARB/Inland Port Joint Land Use Study.

REQUESTED ACTION: Approve Resolution Number (Next in order) in support of updating the 2010 March ARB/Inland Port Joint Land Use Study.

CONTACT: Kenneth Phung, Planning Manager

BACKGROUND:

The proposal is a request by the Airport Land Use Commission (ALUC) requesting the City adopt a Resolution in support of updating the 2010 March ARB Port Joint Land Use Study (2010 JLUS) along with making a contribution of \$5,000 toward this effort. The update is needed as the land use provision guidance of the 2010 JLUS, which lead to the development of the 2015 March ALUP (Airport Land Use Compatibility Plan), was reliant on the Air Installation Compatibility Use Zone (AICUZ) study issued in 2005, which was recently updated and reissued in 2018. An updated JLUS should result in less stringent land-use restrictions, particularly along the southern end of the runway, as new aircraft technology used today is less noisy with improved maneuverability should result in fewer impacts.

The update to the JLUS will be spearheaded by the Riverside County Airport Land Use Commission (ALUC) staff in recognition of the technical expertise of ALUC personnel in airport compatibility planning. The other stakeholders contributing to this effort will include Riverside County, March JPA, and the cities of Moreno Valley and Riverside. As part of the JLUS update, a March ARB Policy Committee will be established, requesting input from two policy decision makers from the City. Staff is recommending in the Resolution that current council members who sit on the March Joint Powers Commission also sit on the March ARB Policy Committee due to familiarity and experience with the March Air Force Base. The cost to update the JLUS will be from a \$567,000 grant approved in June 2020 by the Department of Defense, Office of Economic Assistant, with local assistance in the amount of \$5,000 from the five participating jurisdictions. In summary, staff recommends the City Council approved Resolution Number (Next in order) in support of the update to the 2010 JLUS.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item, along with the financial contribution towards the 2010 JLUS update, is covered by the 2020-2021 budget.

Prepared by: Kenneth Phung, Planning Manager

City Attorney _____
Assistant City Manager *ca*
Finance Director *EL*

Attachments: 1. Resolution Number (Next in order)

Consent: X
Public Hearing:
Workshop:

ATTACHMENT 1

RESOLUTION NO. (NEXT IN ORDER)

RESOLUTION NO. (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TO SUPPORT THE CREATION OF A MARCH AIR RESERVE BASE COMPATIBILITY USE STUDY UPDATE (CUS) OF THE 2010 MARCH AIR RESERVE BASE/INLAND PORT JOINT LAND USE STUDY (2010 JLUS) TO ASSURE COMPATIBLE LAND USES NEAR MARCH AIR RESERVE BASE TO PROTECT THE FUTURE AVIATION OPERATIONS OF THE UNITED STATES MILITARY.

WHEREAS, the economic benefit from the continuing operation of March Air Reserve Base is a vital component of the regional economy estimated to be approximately \$580 million annually, and thus protection of its operational capacity is vital to the local and regional economy; and

WHEREAS, the City supported, participated, and adopted the 2010 March Air Reserve Base/Inland Port Joint Land Use Study (2010 JLUS).

WHEREAS, there is a demonstrated need for the cities of Moreno Valley, Riverside, Perris, the County of Riverside, and March Air Reserve Base to work cooperatively to protect the health, safety, and welfare through participation in the March Air Reserve Base Compatibility Study Update (CUS) of the 2010 JLUS and implementation of appropriate measures to assure compatible development;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE that the City shall pledge support and participation in the process of creating a CUS to update the 2010 JLUS; and

BE IT FURTHER RESOLVED that the City Council of the City of Perris specifically ratifies the creation of the March ARB Policy Committee to assure compatible land uses near March Air Reserve Base and that the City Council appoints Mayor Michael M. Vargas and Council Member Rita Rogers to serve on the Policy Committee. The March ARB Policy Committee will be drawn from the membership of the March Joint Powers Authority and expanded to include March ARB Command, Riverside County Airport Land Use Commission and local congressional district representatives and is the appropriate policy committee to provide direction, monitoring, and oversight for the creation of the CUS. The members will include elected officials, appointed officials (or their designees). The March Working Group will provide guidance to the Consultant, and its members will be appointed by the jurisdictions and entities represented on the March Policy Committee. It will also be assisted by additional agencies as technical experts as necessary; and

BE IT FURTHER RESOLVED that the City Council of the City of Perris recognizes that the Riverside County Airport Land Use Commission, in recognition of the technical expertise of its personnel in airport land use planning, is the appropriate sponsor of the CUS; and

BE IT FURTHER RESOLVED that the City Council of the City of Perris commits to provide in-kind technical support and financial support for the preparation of the CUS. The commitment of technical support shall have a cost value of at least \$7,600.00. The commitment of financial support shall not exceed \$5,000.00, and the City Council certified that such matching funds would be deposited in a designated MARCH CUS fund at the County of Riverside; and

BE IT FURTHER RESOLVED that the City Council of the City of Perris commits to use its best efforts to implement appropriate recommendations identified through the CUS to assure that only compatible development will occur in the Clear Zones, Accident Potential Zones and the areas within the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan to protect the future aviation operations of the United States Military.

Section 1. 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 _____, 2020.

MAYOR, MICHAEL M. VARGAS

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 __ day of _____, 2020, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

8.J.

MEETING DATE: November 10, 2020

SUBJECT: Resolution Amending the Rubbish Collection Charges Pursuant to Agreement with CR&R

REQUESTED ACTION: To adopt a resolution amending the rubbish collection charges (Services (Section 7.16.050 (D) of the Perris Municipal Code) and rescinding Resolution Number 5555

CONTACT: Ernie Reyna, Director of Finance

BACKGROUND/DISCUSSION:

The Franchise Agreement with CR&R provides that the City of Perris shall consider adjustment to the rates charged for CR&R Solid Waste and Recycling Services upon receiving notice from CR&R that rates need to be adjusted to reflect changes in the consumer price index and landfill fees.

According to the Bureau of Labor Statistics for the for the time period of March 2018 through March 2020, the CPI increased 2.30%; however, due to the on-going global pandemic, CR&R has decided to waive this CPI increase. In addition, the County of Riverside has increased their landfill fee by 3.03%. Pursuant to 7.16.050 (D) of the Perris Municipal Code, these increases are passed on to the customers of CR&R through adoption of a resolution.

For residential customers, there will be an increase of \$.21 for both 100 gallon and 60 gallon receptables respectively per month beginning January 1, 2021.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Ernie Reyna, Director of Finance

REVIEWED BY:

City Attorney _____
Assistant City Manager _____

Finance Director ER

Attachments:

1. Resolution
2. CR&R letter dated August 25, 2020

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

RESOLUTION

RESOLUTION NUMBER ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING RUBBISH COLLECTION CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS MUNICIPAL CODE AND RESCINDING RESOLUTION NUMBER 5555.

WHEREAS, the Consumer Price Index has increased by 2.30%; and the County of Riverside has increased their landfill tipping fees by 3.03%

WHEREAS, said increase is necessary to defray these costs and loss of revenue by increasing the rates and charges to the recipient of such services; and

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

Section 1. Pursuant to 7.16.050 (D) of the Perris Municipal Code, the rates and charges of Chapter 7.16 are adjusted as follows:

"Section 7.16.050 Rubbish Collection, Disposal and Street Sweeping"

1. A monthly charge for rubbish collection, transfer, disposal and street sweeping services is hereby levied upon each occupied household and business establishment, in accordance with the following rates:

(a) Residential

(1) Single family residences, mobile homes, apartments, condominiums, town homes, bungalow courts, and multiple residences per dwelling unit, using 100 gallon individual receptacles.

Monthly Rate: (includes extraordinary recycling fee) \$ 30.62

(2) Single family residences, mobile homes, apartments, condominiums, town homes, bungalow courts, and multiple residences per dwelling unit, using 60 gallon individual receptacles.

Monthly Rate: (includes extraordinary recycling fees) \$ 25.20

(3) Additional 100 gallon individual receptacles.

Monthly Rate: \$ 10.17

(4) Additional 60 gallon individual receptacles.

Monthly Rate: \$ 8.80

(b) Commercial and Industrial

(1) Individual receptacles

Once per week pick up: \$37.35

(c) Commercial, Industrial, and Multiple Residences

(1) Two cubic yard container

1 x week	\$ 162.59
2 x week	\$ 306.09
3 x week	\$ 449.58
4 x week	\$ 593.08
5 x week	\$ 736.64
6 x week	\$ 880.07

(2) Three cubic yard container

1 x week	\$ 186.65
2 x week	\$ 351.88
3 x week	\$ 517.16
4 x week	\$ 682.36
5 x week	\$ 847.67
6 x week	\$1,012.87

(d) Other

(1) 10 to 40 cubic yard roll-off container \$ 269.74 + MRF/Landfill fees
(2) Set Up Fees: Residential \$25.00 Each Commercial: \$50.00 Each

(e) Street Sweeping Services

(1) Weekly Commercial, Arterial and Downtown Area

(2) Bi-weekly Residential Area

Included in the Rates listed above.

2. Organic AD Rates

Residential Rate per Home	\$ 2.19
Roll-off Processing Rate	\$ 86.92

- (a) Commercial, Industrial, and Multi-family residential non-food monthly bin rates (green waste only)
- (1) Two cubic yard container
Non-food Establishment
- | | |
|----------|------------|
| 1 x week | \$ 200.62 |
| 2 x week | \$ 387.54 |
| 3 x week | \$ 574.45 |
| 4 x week | \$ 761.39 |
| 5 x week | \$ 948.36 |
| 6 x week | \$1,135.27 |
- (b) Commercial, Industrial, and Multi-family residential Food monthly bin rates
- (2) Two cubic yard container
Food Establishment
- | | |
|----------|------------|
| 1 x week | \$ 262.53 |
| 2 x week | \$ 511.39 |
| 3 x week | \$ 760.24 |
| 4 x week | \$1,009.10 |
| 5 x week | \$1,257.96 |
| 6 x week | \$1,506.78 |
- (c) Commercial, Industrial, and Multi-family residential non-food monthly bin rates (green waste only)
- (3) 64-gallon Cart
Non-food Establishment
- | | |
|----------|-----------|
| 1 x week | \$ 43.29 |
| 2 x week | \$ 86.59 |
| 3 x week | \$ 129.87 |
| 4 x week | \$ 173.17 |
| 5 x week | \$ 216.47 |
| 6 x week | \$ 259.74 |
- (d) Commercial, Industrial, and Multi-family residential food monthly bin rates
- (4) 64-gallon Cart
Food Establishment
- | | |
|----------|-----------|
| 1 x week | \$ 58.05 |
| 2 x week | \$ 116.11 |
| 3 x week | \$ 174.16 |
| 4 x week | \$ 232.22 |
| 5 x week | \$ 290.29 |
| 6 x week | \$ 348.32 |

The new rates shall become effective on January 1, 2021.

Section2. Resolution Number 5555 is hereby rescinded per the effective dates stated in Section 1.

ADOPTED, SIGNED and **APPROVED** this 10th day of November, 2020.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar
RESOLUTION NUMBER

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 thereof held the 10th day of November, 2020, and that it was so adopted by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTACHMENT 2

CR&R LETTER



August 25, 2020

Mr. Richard Belmudez
City Manager
City of Perris
101 North "D" Street
Perris, CA 92570

Re: Annual Consumer Price Index Adjustment

Dear Richard,

Pursuant to Exhibit "E" of our current agreement to provide Solid Waste and Recycling Services to the City of Perris, CR&R Incorporated respectfully submits the attached information which outlines our Annual Rate Adjustment request for fiscal year 2020-2021. As you may be aware, there is a condition in our current contract which states that the rates illustrated in Exhibit "E" shall be adjusted annually (each July 1st) to reflect the change in the Consumer Price Index (CPI) as well as changes to the County of Riverside landfill tipping fees. Due to the effects of the global pandemic we have postponed our contractual rate adjustment by six months to January 1, 2021.

This correspondence, as well as the attached exhibits and spreadsheets, outline our current and proposed rates for both residential and commercial customers located within the City of Perris. The proposed rates also reflect our previous discussions and understanding of your rates effective January 1, 2021.

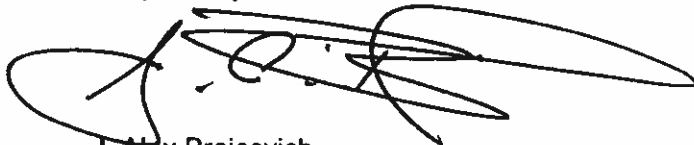
In reviewing the data from the Bureau of Labor Statistics (BLS) for March 2019 through March 2020, the applicable CPI has increased by 2.30%. In addition, the County of Riverside's Waste Management Department has indicated that they will adjust their disposal rate by 3.03% from \$30.13 per ton to \$31.99 per ton (this is what we pay at the landfill to dispose of trash). As discussed previously, CR&R will be waiving the 2.30% CPI on the service component of your residential rates this year. The only adjustment residents will see on their invoices will be the landfill pass through increase which was implemented by the Riverside County Landfill System. This amounts to a nominal amount of seventeen cents per month for each residential customer.

The new enclosed rate sheets also reflect the increased cost of State Compliance for both standard and organic State mandatory commercial recycling programs. Therefore, based upon the data supplied by the BLS and the County of Riverside, as well as the cost of implementing the State's mandatory commercial recycling programs, we have prepared the attached rate schedules which pass these adjustments through to the various rates. These new rates would become effective January 1, 2021.

As mentioned above, your commercial rates did see an additional adjustment this year. The reason for the additional increase is due, in part, to compliance requirements related to State Mandated commercial recycling programs. In recent years the State of California passed Assembly Bill 341 (the Mandatory Commercial Recycling Law) and Assembly Bill 1826 (the Mandatory Commercial Organics Recycling Law). These laws require all businesses within a certain service level to participate in State Mandated recycling programs. The implementation cost and rollout of these programs falls on local jurisdictions and their haulers to implement. The costs of these programs were spread out throughout the commercial and rolloff rates in order to minimize the impact to any one waste sector. In addition to the State Mandates, China's recycling import restrictions continue to significantly impact the entire waste sector. The on-going recyclables import ban continues to reduce the value of recyclable materials across the globe. China's new rules, also known as China Sword, went into effect in January of 2018 and they continue to take effect to this day. Recycling markets world-wide have been devastated by these trade restrictions. Over 60% of the materials recycled on the West Coast were going to China; those same materials continue to flood an already depressed world-wide market that is now being additionally impacted by the Corona Virus epidemic.

As we have stated in prior years, we greatly appreciate our long standing relationship with the City of Perris, as well as the opportunity that we have had to be of service to your residents and businesses. As one of the City's largest employers, it truly has been and continues to be an honor and a privilege to be of service. Please do not hesitate to call us if you should have any questions or comments. We look forward to any further assistance that we may be able to provide.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Alex Braicovich', written over a horizontal line.

J. Alex Braicovich
Senior Regional Vice President
CR&R Incorporated

Cc: Bill Higginbotham, CR&R
Chrystal Denning, CR&R

Attachments

CITY OF FERRIS
2020 PRICE ADJUSTMENT

CPI (CUURS49CSA0 March) 107.162 104.749 2.30% 100.0% 2.30%
CHANGED TO RIVERSIDE (CUURS49CSA0) FOR 2020 - PER PROP 2018 NOTICE

New Previous
Landfill * \$ 31.99 \$ 31.05 \$ 0.94
MRF * \$ 53.94 \$ 52.35 \$ 1.59

CPI * 3.03% * Provided by County Waste Management Dept

	Service Component			Landfill Component			Franchise Fee			Compliance Fee Charge			Total Proposed Rate
	Previous Rate	Contract	CPI Change	Rate Change	Unit Measure	Increase per Ton	Diversion	Rate Change	%	\$	Rate Change	8.31%	
Standard service 100 gal	\$ 29.80	78.0%	0.00%	\$ -	per month	\$ 0.21	14.7%	\$ 0.17	18.0%	\$ 0.04	\$ 0.21	\$ 8.31%	\$ 30.01
Standard service 60 gal	\$ 24.38	78.0%	0.00%	\$ -	per month	\$ 0.21	14.7%	\$ 0.17	18.0%	\$ 0.04	\$ 0.21	\$ 8.31%	\$ 24.59
Residential AD Rate	\$ 2.13	100.0%	2.30%	\$ 0.05	per month	\$ -	-	\$ -	18.0%	\$ 0.01	\$ 0.06	\$ 8.31%	\$ 2.19
Recycling Rate	\$ 0.61	100.0%	0.00%	\$ -	per month	\$ -	-	\$ -	18.0%	\$ -	\$ -	\$ 8.31%	\$ 0.61
Additional 100 gal	\$ 10.15	78.0%	0.00%	\$ -	per month	\$ 0.21	14.7%	\$ 0.02	18.0%	\$ -	\$ 0.02	\$ 8.31%	\$ 10.17
Additional 60 gal	\$ 8.78	78.0%	0.00%	\$ -	per month	\$ 0.21	14.7%	\$ 0.02	18.0%	\$ -	\$ 0.02	\$ 8.31%	\$ 8.80
10 - 40 cubic yard roll-off	\$ 242.46	100.0%	2.30%	\$ 5.59	per load	\$ -	-	\$ -	15.0%	\$ 0.99	\$ 6.58	\$ 8.31%	\$ 269.74
Commercial Cart	\$ 32.97	71.5%	2.30%	\$ 0.54	per month	\$ 0.91	13.1%	\$ 0.74	15.0%	\$ 0.23	\$ 1.51	\$ 8.31%	\$ 37.35
Residential Set-up Fee													\$ 25.00
Commercial / Roll-off Set-up Fee													\$ 50.00

Commercial 2 cubic yard bin

1 x week	\$ 146.41	71.5%	2.30%	\$ 2.41	per month	\$ 0.91	13.1%	\$ 0.74	15.0%	\$ 0.56	\$ 3.71	\$ 8.31%	\$ 162.59
2 x week	\$ 275.53	71.5%	2.30%	\$ 4.54	per month	\$ 0.91	13.1%	\$ 1.48	15.0%	\$ 1.06	\$ 7.08	\$ 8.31%	\$ 306.09
3 x week	\$ 404.64	71.5%	2.30%	\$ 6.66	per month	\$ 0.91	13.1%	\$ 2.22	15.0%	\$ 1.57	\$ 10.45	\$ 8.31%	\$ 449.58
4 x week	\$ 533.76	71.5%	2.30%	\$ 8.79	per month	\$ 0.91	13.1%	\$ 2.96	15.0%	\$ 2.07	\$ 13.82	\$ 8.31%	\$ 593.08
5 x week	\$ 662.92	71.5%	2.30%	\$ 10.92	per month	\$ 0.91	13.1%	\$ 3.70	15.0%	\$ 2.58	\$ 17.20	\$ 8.31%	\$ 736.64
6 x week	\$ 791.99	71.5%	2.30%	\$ 13.04	per month	\$ 0.91	13.1%	\$ 4.44	15.0%	\$ 3.08	\$ 20.56	\$ 8.31%	\$ 880.07

Commercial 3 cubic yard bin

1 x week	\$ 168.20	71.5%	2.30%	\$ 2.77	per month	\$ 0.91	13.1%	\$ 0.74	15.0%	\$ 0.62	\$ 4.13	\$ 8.31%	\$ 186.65
2 x week	\$ 317.00	71.5%	2.30%	\$ 5.22	per month	\$ 0.91	13.1%	\$ 1.48	15.0%	\$ 1.18	\$ 7.88	\$ 8.31%	\$ 351.88
3 x week	\$ 465.84	71.5%	2.30%	\$ 7.67	per month	\$ 0.91	13.1%	\$ 2.22	15.0%	\$ 1.75	\$ 11.64	\$ 8.31%	\$ 517.16
4 x week	\$ 614.62	71.5%	2.30%	\$ 10.12	per month	\$ 0.91	13.1%	\$ 2.96	15.0%	\$ 2.31	\$ 15.39	\$ 8.31%	\$ 682.36
5 x week	\$ 763.48	71.5%	2.30%	\$ 12.58	per month	\$ 0.91	13.1%	\$ 3.70	15.0%	\$ 2.87	\$ 19.15	\$ 8.31%	\$ 847.67
6 x week	\$ 912.25	71.5%	2.30%	\$ 15.03	per month	\$ 0.91	13.1%	\$ 4.44	15.0%	\$ 3.44	\$ 22.91	\$ 8.31%	\$ 1,012.87

Organic (AD) Rates

Roll-off AD Processing Rate	\$ 78.13					\$ 78.13		\$ 1.80	15.0%	\$ 0.32	\$ 2.12	\$ 8.31%	\$ 86.92
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Non-Food Bin rate - 2 cubic yard

1 x week	\$ 180.44	\$ 99.75	2.30%	\$ 2.30	per month	\$ 76.66	2.30%	\$ 1.77	15.0%	\$ 0.72	\$ 4.79	\$ 8.31%	\$ 200.62
2 x week	\$ 348.57	\$ 187.34	2.30%	\$ 4.32	per month	\$ 153.32	2.30%	\$ 3.53	15.0%	\$ 1.39	\$ 9.24	\$ 8.31%	\$ 387.54
3 x week	\$ 516.70	\$ 274.91	2.30%	\$ 6.33	per month	\$ 229.98	2.30%	\$ 5.30	15.0%	\$ 2.05	\$ 13.68	\$ 8.31%	\$ 574.45
4 x week	\$ 684.84	\$ 362.51	2.30%	\$ 8.35	per month	\$ 306.64	2.30%	\$ 7.08	15.0%	\$ 2.72	\$ 18.13	\$ 8.31%	\$ 761.39
5 x week	\$ 853.01	\$ 450.11	2.30%	\$ 10.37	per month	\$ 383.30	2.30%	\$ 8.83	15.0%	\$ 3.39	\$ 22.59	\$ 8.31%	\$ 948.36
6 x week	\$ 1,021.12	\$ 537.67	2.30%	\$ 12.39	per month	\$ 459.96	2.30%	\$ 10.60	15.0%	\$ 4.06	\$ 27.05	\$ 8.31%	\$ 1,135.27

Food Bin rate - 2 cubic yard

1 x week	\$ 236.15	\$ 99.75	2.30%	\$ 2.30	per month	\$ 130.32	2.30%	\$ 3.00	15.0%	\$ 0.94	\$ 6.24	\$ 8.31%	\$ 262.53
2 x week	\$ 460.01	\$ 187.34	2.30%	\$ 4.32	per month	\$ 260.64	2.30%	\$ 6.00	15.0%	\$ 1.82	\$ 12.14	\$ 8.31%	\$ 511.39
3 x week	\$ 683.86	\$ 274.91	2.30%	\$ 6.33	per month	\$ 390.97	2.30%	\$ 9.01	15.0%	\$ 2.71	\$ 18.05	\$ 8.31%	\$ 760.24
4 x week	\$ 907.73	\$ 362.51	2.30%	\$ 8.35	per month	\$ 521.29	2.30%	\$ 12.01	15.0%	\$ 3.59	\$ 23.95	\$ 8.31%	\$ 1,009.10
5 x week	\$ 1,131.58	\$ 450.11	2.30%	\$ 10.37	per month	\$ 651.61	2.30%	\$ 15.01	15.0%	\$ 4.48	\$ 29.86	\$ 8.31%	\$ 1,257.96
6 x week	\$ 1,355.41	\$ 537.67	2.30%	\$ 12.39	per month	\$ 781.93	2.30%	\$ 18.01	15.0%	\$ 5.36	\$ 35.76	\$ 8.31%	\$ 1,506.78

Non-Food Cart rate - 64 gal cart

1 x week	\$ 38.93	\$ 27.69	2.30%	\$ 0.64	per month	\$ 10.53	2.30%	\$ 0.24	15.0%	\$ 0.16	\$ 1.04	\$ 8.31%	\$ 43.29
2 x week	\$ 77.87	\$ 55.39	2.30%	\$ 1.28	per month	\$ 21.07	2.30%	\$ 0.49	15.0%	\$ 0.31	\$ 2.08	\$ 8.31%	\$ 86.59
3 x week	\$ 116.80	\$ 83.08	2.30%	\$ 1.91	per month	\$ 31.60	2.30%	\$ 0.73	15.0%	\$ 0.47	\$ 3.11	\$ 8.31%	\$ 129.87
4 x week	\$ 155.74	\$ 110.77	2.30%	\$ 2.55	per month	\$ 42.14	2.30%	\$ 0.97	15.0%	\$ 0.62	\$ 4.14	\$ 8.31%	\$ 173.17

	Service Component				Landfill Component			Franchise Fee			State Compliance		Total Proposed Rate	
	Previous Rate	Contract	Change	Rate	Unit Measure	Contract	Increase per Ton	Diversion	Rate Change	%	Rate Change	Fee Charge		8.31%
5 x week	\$ 194.68	\$ 138.47	2.30%	\$ 3.19	per month	\$ 52.67	2.30%		\$ 1.21	15.0%	\$ 0.78	\$ 5.18	\$ 16.61	\$ 216.47
6 x week	\$ 233.59	\$ 166.16	2.30%	\$ 3.83	per month	\$ 63.20	2.30%		\$ 1.46	15.0%	\$ 0.93	\$ 6.22	\$ 19.93	\$ 259.74
Food Cart rate - 64 gal cart														
1 x week	\$ 52.21	\$ 27.69	2.30%	\$ 0.64	per month	\$ 23.33	2.30%		\$ 0.54	15.0%	\$ 0.21	\$ 1.39	\$ 4.45	\$ 58.05
2 x week	\$ 104.44	\$ 55.39	2.30%	\$ 1.28	per month	\$ 46.66	2.30%		\$ 1.07	15.0%	\$ 0.41	\$ 2.76	\$ 8.91	\$ 116.11
3 x week	\$ 156.66	\$ 83.08	2.30%	\$ 1.91	per month	\$ 69.99	2.30%		\$ 1.61	15.0%	\$ 0.62	\$ 4.14	\$ 13.36	\$ 174.16
4 x week	\$ 208.87	\$ 110.77	2.30%	\$ 2.55	per month	\$ 93.32	2.30%		\$ 2.15	15.0%	\$ 0.83	\$ 5.53	\$ 17.82	\$ 232.22
5 x week	\$ 261.10	\$ 138.47	2.30%	\$ 3.19	per month	\$ 116.65	2.30%		\$ 2.69	15.0%	\$ 1.04	\$ 6.92	\$ 22.27	\$ 290.29
6 x week	\$ 313.31	\$ 166.16	2.30%	\$ 3.83	per month	\$ 139.98	2.30%		\$ 3.22	15.0%	\$ 1.24	\$ 8.29	\$ 26.72	\$ 348.32

CITY OF PERRIS

RESOLUTION NUMBER

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

WHEREAS, the Consumer Price Index has increased by 2.30%; and the County of Riverside has increase their landfill tipping fees by 3.03%; and

WHEREAS, said increase is necessary to defray these costs by increasing the rates and charges to the recipient of such services.

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

Section 1. Pursuant to 7.16.050 (D) of the Perris Municipal Code, the rates and charges of Chapter 7.16 are adjusted as follows:

“Section 7.16.050 Rubbish Collection, Disposal and Street Sweeping”

1 A monthly charge for rubbish collection, transfer, disposal and street sweeping services is hereby levied upon each occupied household and business establishment, in accordance with the following rates:

(a) Residential

(1) Single family residences, mobile homes, apartments, condominiums, townhomes, bungalow courts, and multiple residences per dwelling unit, using 100 gallon individual receptacles.

Monthly Rate: (includes extraordinary recycling fee) \$ 30.62

(2) Single family residences, mobile homes, apartments, condominiums, townhomes, bungalow courts, and multiple residences per dwelling unit, using 60 gallon individual receptacles.

Monthly Rate: (includes extraordinary recycling fee) \$ 25.20

(3) Additional 100 gallon individual receptacles.

Monthly Rate: \$ 10.17

(4) Additional 60 gallon individual receptacles.

Monthly Rate: \$ 8.80

(b) Commercial and Industrial

(1) Individual receptacles

Once per week pick up: \$ 37.35

(c) Commercial, Industrial, and Multiple Residences		
(1) Two cubic yard container	1 x week	\$ 162.59
	2 x week	\$ 306.09
	3 x week	\$ 449.58
	4 x week	\$ 593.08
	5 x week	\$ 736.64
	6 x week	\$ 880.07
(2) Three cubic yard container	1 x week	\$ 186.65
	2 x week	\$ 351.88
	3 x week	\$ 517.16
	4 x week	\$ 682.36
	5 x week	\$ 847.67
	6 x week	\$ 1,012.87

(d) Other		
(1) 10 to 40 cubic yard roll-off container		\$ 269.74 + MRF/landfill fees
(2) Set Up Fees	Residential: \$25.00 Each	Commercial: \$50.00 Each

- (e) Street Sweeping Services**
- (1) Weekly Commercial, Arterial and Downtown Area
 - (2) Bi-weekly Residential Area

Included in the Rates listed above.

Organic AD Rates

Residential Rate per Home	\$ 2.19
Rolloff processing rate	\$ 86.92

Commercial, industrial, and multi-family residential non-food monthly bin rates (green waste only)

(1) Two cubic yard container	1 x week	\$ 200.62
	2 x week	\$ 387.54
	3 x week	\$ 574.45
	4 x week	\$ 761.39
	5 x week	\$ 948.36
	6 x week	\$ 1,135.27

Commercial, industrial, and multi-family residential food monthly bin rates

(2) Two cubic yard container	1 x week	\$ 262.53
	2 x week	\$ 511.39
	3 x week	\$ 760.24
	4 x week	\$ 1,009.10
	5 x week	\$ 1,257.96
	6 x week	\$ 1,506.78

Commercial, industrial, and multi-family residential non-food monthly bin rates (green waste only)

(3) 64-gallon Cart	1 x week	\$ 43.29
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Non-food Establishment	2 x week	\$ 86.59
	3 x week	\$ 129.87
	4 x week	\$ 173.17
	5 x week	\$ 216.47
	6 x week	\$ 259.74

Commercial, industrial, and multi-family residential <u>food</u> monthly bin rates		
(4) 64-gallon Cart	1 x week	\$ 58.05
Food Establishment	2 x week	\$ 116.11
	3 x week	\$ 174.16
	4 x week	\$ 232.22
	5 x week	\$ 290.29
	6 x week	\$ 348.32

These rates shall become effective January 1, 2021.

Section 2. Resolution Number is hereby rescinded.

APPROVED, SIGNED AND ADOPTED THIS

Mayor of the City of Perris

Attest:

City Clerk of the City of Perris



Databases, Tables & Calculators by Subject

Change Output Options:

From: 2017

To: 2020



include graphs include annual averages

[More Formatting Options](#) →

Data extracted on: August 24, 2020 (7:40:10 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS49CSA0

Not Seasonally Adjusted

Series Title: All items in Riverside-San Bernardino-Ontario, CA, all urban consumers, not seasonally adjusted

Area: Riverside-San Bernardino-Ontario, CA

Item: All items

Base Period: DECEMBER 2017=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2017												100.000			
2018	100.916		101.897		102.929		103.139		103.241		103.616		102.732	102.023	103.441
2019	103.991		104.749		105.959		105.816		106.412		106.573		105.697	104.998	106.397
2020	107.143		107.162		106.899		107.640								107.068

12-Month Percent Change

Series Id: CUURS49CSA0

Not Seasonally Adjusted

Series Title: All items in Riverside-San Bernardino-Ontario, CA, all urban consumers, not seasonally adjusted

Area: Riverside-San Bernardino-Ontario, CA

Item: All items

Base Period: DECEMBER 2017=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2019	3.0		2.8		2.9		2.6		3.1		2.9		2.9	2.9	2.9
2020	3.0		2.3		0.9		1.7							2.0	

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Federal Relay Service: 1-800-877-8339 www.bls.gov [Contact Us](#)



Hans W. Kernkamp, General Manager-Chief Engineer

DATE: April 13, 2020
TO: Waste Haulers
FROM: Sandra Green – Assistant General Manager *Sandra Green*
Riverside County Department of Waste Resources
RE: Disposal Fee Increase – FY 2020/2021

The Riverside County Department of Waste Resources (Department) is responsible for assuring that there is, and will be in the future, sufficient and accessible landfill space to properly serve the population of the County in its disposal needs. To fulfill this mandate, the Department continually maintains and expands County landfill sites, and encourages, supports and develops recycling programs that minimize the dependence on landfill disposal facilities.

Due to sustained increases in labor expenses, capital improvement costs, regulatory compliance costs and closed site maintenance, an increase in disposal rates is essential to allow for continued and improved services. This letter serves as a notice that subject to approval by the Riverside County Board of Supervisors, landfill disposal rates will increase in FY 20/21 by the Consumer Price Index (CPI), which is 3.03% for calendar year 2019. If approved, the new rates will become effective for tonnage deliveries starting on July 1, 2020.

The Department has eliminated the rate for processed green waste used as Alternative Daily Cover (ADC). Processed green waste used as erosion control at the landfills will continue to be charged at the \$10 per ton rate for the foreseeable future, as it provides a beneficial use to the landfill system.

Thank you for your past cooperation and support.

SG:sg

cc: Keith Jones, LEA



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: Acquisition of off-road vehicle and trailer

REQUESTED ACTION: Approve the purchase of the off-road vehicle and trailer

CONTACT: Ernie Reyna, Director of Finance *ER*

BACKGROUND/DISCUSSION:

Purchases associated with the City's Public Safety for Police Services are budgeted in the general fund under department 15051. Items included within this budget are normal operational expenditures such as uniforms, building maintenance, blood draws, and forensic exams.

The City of Perris Police Services have indicated the need for the purchase of an off-road vehicle and trailer. The purchase of the vehicle and trailer will be made from Temecula Motorsports in the amount of \$23,252.21. The vehicle will be outfitted with graphics from Redecal, Inc. at a cost of \$741.56. Finally, additional specs including sirens, lights, and all other components necessary for the vehicle and trailer will be done at Comtronix Communications, Inc., totaling \$4,771.26.

Total cost for the purchase of the vehicle and trailer amounts to \$28,765.03 and funds will come from the asset forfeiture account the City receives to offset the cost.

BUDGET (or FISCAL) IMPACT:

The purchase price of the off-road vehicle and trailer is \$28,765.03; however, funds will come from the asset forfeiture account to offset the cost to the general fund.

Prepared by:

REVIEWED BY:

City Attorney _____
 Assistant City Manager _____
 Finance Director *ER*

Attachments:

Attachments:

1. Memorandum from Captain Sims regarding purchase, including sales agreement with Temecula Motorsports and Comtronix Communications, and Redecal, Inc.

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

MEMO FROM POLICE SERVICES



**Riverside County Sheriff's Department
Perris Station**

137 North Perris Boulevard, Suite A, Perris, CA 92570 (951) 210-1000

Memorandum

**Chad Bianco
Sheriff-Coroner**

Handwritten signature and date: 10/20/20

To: Captain Matthew Sims #2814 via Chain of Command **Date: 10/20/2020**

From: Deputy Jesse Maldonado #4579 *JM*

RE: Off-Road Vehicle and Trailer

Below is a list of items needed to complete the purchase of the Perris City off-road vehicle. For each company listed there is an attached quote. If approved, we will need three separate purchase orders for the companies listed below. The total cost for the off-road vehicle and trailer is **\$28,765.03**.

Temecula Motorsports

2021 Polaris Razor XP 1000	\$20,226.60
2020 Zieman F-712 trailer	\$2,203.59
Six Strobe Modular Solid Gloss Helmets	<u>\$822.02</u>

Total: **\$23,252.21**

Redecal, Inc

Razor 2-door graphics and installation	\$700.00
Sales Tax	<u>\$41.56</u>

Total: **\$741.56**

Comtronix Communications, Inc

Whelen Siren/ PA Controller	\$499.95
Federal Siren Speaker	\$347.99
Whelen LED ION Red for Front	\$235.95
Whelen LED ION Blue for Front	\$235.95
Whelen LED ION Red/ Blue for Rear	\$471.90
20" LED Front Spot and Flood Combination Light	\$160.33
Pillar Spotlight LED with adjustable mount	\$135.90
Dual Color Dome Light LED White/Red	\$63.00
7" LED Rear Cargo Worklight	\$38.95
Labor, Sales Tax, and various wire, connectors, terminals, fastners, etc.	<u>\$2,581.34</u>

Total: **\$4,771.26**

Total: \$28,765.03



26860 Jefferson Ave - Murrieta, CA 92562
 951-698-4123 - 951-698-4125 fax

Sales Agreement / Purchase Order

Buyer(s) Name: RIVERSIDE COUNTY SHERIFFS DEPARTMENT - PERRIS STATION	Home/Cell Phone:	Work Phone: 951-210-1022	Deal#:
Street Address: 137 NPERRIS BLVD. SUITE A		City/State/Zip: PERRIS, CA 92570	
<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> C/C <input type="checkbox"/> Finance <input type="checkbox"/> Other		Salesman: Mat Barr	F&I Mngr: Nick H

**Description of Purchase:

N / U: New	Year: 2021	VIN: 3NSNAE994MF137899
Make: POLARIS	Engine No:	
Model: RZR XP 1000	Stock No: P137899	Odometer: 0
N / U:	Year:	VIN:
Make:	Engine No:	
Model:	Stock No:	Odometer:
N / U:	Year:	VIN:
Make:	Engine No:	
Model:	Stock No:	Odometer:
N / U:	Year:	VIN:
Make:	Engine No:	
Model:	Stock No:	Odometer:

Purchase Price Itemization:

Base Price	16,244.19
Freight	840.00
A.D.M.	1,520.00
Documentation	85.00
* Theft Recovery/Agreement	0.00
Accessories	0.00
Sub-total	18,689.19
Total Tax	1,448.41
Tire Recycling	7.00
Total DMV/Registration	52.00
Electronic Filing	30.00
<input type="checkbox"/> GAP / <input type="checkbox"/> T&W / <input type="checkbox"/> Ap.	0.00
* Priority Maintenance	0.00
Extended Service Contract	0.00
Misc/Other	0.00
Installation/Labor	0.00
Total Cash Price	20,226.60
Total Trade Value	0.00
Total Trade Payoff	0.00
Net Trade Allowance	0.00
Rebate	0.00
Previous Deposit	0.00
Down Payment	0.00
Total Amount Due	20,226.60

Description of Trade:

Year:	Color:	VIN:
Make:	Engine No:	
Model:	Payoff:	Odometer:
Year:	Color:	VIN:
Make:	Engine No:	
Model:	Payoff:	Odometer:

Notes/Comments/Special Instructions:

Buyer(s) DECLINE all Extended Service Contract Options. X _____

*The units listed above are for personal use only and not intended for export, resale, or wholesale.

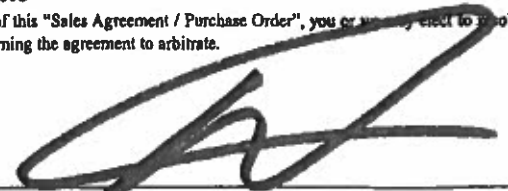
* Non-Cancelable Product

There is a "No Cooling-off Period"

"California law does not provide for a "cooling-off" or other cancellation period for vehicle lease or purchase contracts. Therefore, you cannot later cancel such a contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign a motor vehicle purchase or lease contract, it may only be cancelled with the agreement of the seller or lessor or for legal cause, such as fraud." VC 11709.2

Agreement to Arbitrate

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this "Sales Agreement / Purchase Order", you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signature: _____ Date: 09/28/2020 Dealer Representative:  Page 1 of 2

The Reynolds and Reynolds Company FL836383 Q (1/17/15)

Temecula Motorsports Inc.

26860 Jefferson Ave.
Murrieta, CA 92562
(951) 698-4123 Fax (951) 698-4125

Pick Ticket

RIVERSIDE COUNTY
Sold To: SHERIFFS DEPARTMENT -
PERRIS STATION

Date: 10/01/2020 3:44 PM

Sold	S/O	Lay	P/U	Part Number	Sup	Description	Retail	Ext Price	Bin
0	2	0	0	325-1034	LH	STROBE MODULAR SOLID GLOSS WHI	\$279.96	\$251.96	
0	2	0	0	325-1033	LH	STROBE MODULAR SOLID GLOSS WHI	\$279.96	\$251.96	
0	2	0	0	325-1032	LH	STROBE MODULAR SOLID GLOSS WHI	\$279.96	\$251.96	
							Subtotal	\$839.88	
							Less Discount	(\$84.00)	
							Sales Tax	\$66.14	
							Pick Ticket Total	\$822.02	

(This is not an Invoice)



Quotation

S2024

Providing quality service since 1979

10/16/2020

Quotation

Perris SO

Cart Siren and Lighting Outfitting

Attn: Jesse Rabago

951-454-2982 jrabago@riversidesheriff.org

Qty	Part No.	Description	Price per unit	Extended
1	EPSL1	Whelen Siren/PA Controller 100 watt	\$499.95	\$499.95
1	ES100	Federal Siren Speaker compact, 100watt	\$347.99	\$347.99
1	IONR	Whelen LED ION RED fro Front	\$235.95	\$235.95
1	IONB	Whelen LED ION BLUE for Front	\$235.95	\$235.95
2	IONRB	Whelen LED ION RED/BLUE for Rear	\$235.95	\$471.90
1	LED20W	20" LED Front Spot and Flood Combination Light	\$160.33	\$160.33
2	LEDSPT	Pillar Spotlight LED with adjustable mount	\$67.95	\$135.90
1	BR12V4RW	Dual Color Dome Light LED White/Red	\$63.00	\$63.00
1	LEDWRK	7" LED Rear Cargo Worklight	\$38.95	\$38.95
1	MISC	Misc wire, connectors, terminals, fastners, etc.	\$150.00	\$150.00

Purchase and installation of all above listed equipment into New Cart as outlined in separate packet. All work to be performed at Comtronix facility. Job will require cart to be dropped off at Comtronix for 1 full week (5 business days) to complete.

Materials	\$2,339.92
Sls Tx 7.75%	\$181.34
Labor	\$2,250.00
Total	\$4,771.26

Estimated Delivery: 10-15 business days lead time after receipt of Purchase Order for materials delivery.

Terms: Net 30

Quotation valid for 60 days

Prepared by Scott Parker

Open M-F 8:00AM - 5:00PM

scott@comtronixcommunications.com



26860 Jefferson Ave - Murrieta, CA 92562
951-698-4123 - 951-698-4125 fax

Sales Agreement / Purchase Order

Buyer(s) Name: RIVERSIDE COUNTY SHERIFFS DEPARTMENT - PERRIS STATION	Home/Cell Phone:	Work Phone: 951-210-1022	Deal#:
Street Address: 137 N PERRIS BLVD. SUITE A		City/State/Zip: PERRIS, CA 92570	
<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> C/C <input type="checkbox"/> Finance <input type="checkbox"/> Other		Salesman: Mat Barr	F&I Mgr: Nick H

**Description of Purchase:

N / U: New	Year: 2020	VIN:	
Make: ZIEMAN	Engine No:		
Model: F-712	Stock No: Z356017	Odometer: 0	
N / U:	Year:	VIN:	
Make:	Engine No:		
Model:	Stock No:	Odometer:	
N / U:	Year:	VIN:	
Make:	Engine No:		
Model:	Stock No:	Odometer:	
N / U:	Year:	VIN:	
Make:	Engine No:		
Model:	Stock No:	Odometer:	

Purchase Price Itemization:

Base Price	1,801.03
Freight	0.00
A.D.M.	89.00
Documentation	85.00
* Theft Recovery/Agreement	0.00
Accessories	0.00
Sub-total	1,975.03
Total Tax	153.06
Tire Recycling	3.50
Total DMV/Registration	42.00
Electronic Filing	30.00
<input type="checkbox"/> GAP / <input type="checkbox"/> T&W / <input type="checkbox"/> Ap.	0.00
* Priority Maintenance	0.00
Extended Service Contract	0.00
Misc/Other	0.00
Installation/Labor	0.00
Total Cash Price	2,203.59
Total Trade Value	0.00
Total Trade Payoff	0.00
Net Trade Allowance	0.00
Rebate	0.00
Previous Deposit	0.00
Down Payment	0.00
Total Amount Due	2,203.59

Description of Trade:

Year:	Color:	VIN:	
Make:	Engine No:		
Model:	Payoff:	Odometer:	
Year:	Color:	VIN:	
Make:	Engine No:		
Model:	Payoff:	Odometer:	

Notes/Comments/Special Instructions:

Buyer(s) DECLINE all Extended Service Contract Options. X_____

**The units listed above are for personal use only and not intended for export, resale, or wholesale.

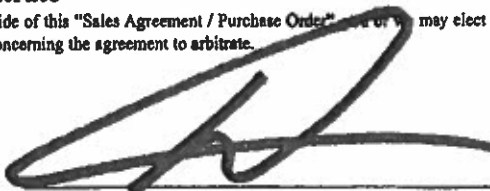
* Non-Cancelable Product

There is a "No Cooling-off Period"

"California law does not provide for a "cooling-off" or other cancellation period for vehicle lease or purchase contracts. Therefore, you cannot later cancel such a contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign a motor vehicle purchase or lease contract, it may only be cancelled with the agreement of the seller or lessor or for legal cause, such as fraud." VC 11709.2

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Buyer Signature: _____ Date: **09/28/2020** Dealer Representative:  Page 1 of 2

The Reynolds and Reynolds Company FL636568 Q (11/15)



QUOTE

Riverside Sheriff

Date
Oct 2, 2020

Quote Number
QU-0069

RADEECAL, INC.
(1daywraps.com)
41606 Date St Ste 204
MURRIETA CA 92562
UNITED STATES

Description	Quantity	Unit Price	Tax	Amount USD
rZR 2 door graphics - production	1.00	475.00	8.75%	475.00
installation	1.00	225.00		225.00
			Subtotal	700.00
			TOTAL MURRIETA SALES TAX 2019 APRIL 1 8.75%	41.56
			TOTAL USD	741.56

Terms

Client agrees that all work ordered is ready for print. RADEECAL, INC. (1daywraps.com) is NOT responsible for any grammatical and/or numerical errors.

Some slight variations in colors may occur. PAYMENT DUE AT TIME ORDER IS PLACED! NO REFUNDS! No Date of Delivery Guaranteed. If order not picked up, or installed within 4 weeks of date of invoice, product will be disposed of and no refund will be given, whether or not the actual graphics are installed or not. If we did not design your artwork, we will not be held responsible for any errors in sizing, grammatical, or any other errors. In this scenario, the client will be responsible for the price of any removal / re-print / re-installation charges necessary to complete the job. RADEECAL, INC. (1daywraps.com) is not responsible for irresponsible care of a product, or misuse of a graphics intended purpose. All vehicle graphics must be properly taken care of and waxed at least once a month to maintain the vinyl's life. Client acknowledges that some paint damage, although uncommon, and usually minor, may occur due to the wrap process, and client will not hold RADEECAL, INC. (1daywraps.com) responsible for any damage that may occur from application, or removal. Professional removal is recommended and if not removed by the in-house staff at RADEECAL, INC. (1daywraps.com), Radeecal will not take responsibility for any damages to the vehicle. Client acknowledges that during removal, there is always a chance for damage and will not hold RADEECAL, Inc. (1daywraps.com) responsible.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: CDBG 2019-2020 First Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

REQUESTED ACTION: 1) Adopt Resolution No. (next in order) approving the City's CDBG 2019-2020 First Program Year Consolidated Annual Performance and Evaluation Report (CAPER); and 2) Direct staff to submit the 2019-2020 First Program Year CAPER to HUD, as amended.

CONTACT: Clara Miramontes, Assistant City Manager

BACKGROUND/DISCUSSION:

The City of Perris receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) annually. As a requirement of receiving these funds, the City must submit an application known as the Consolidated Plan every five years, an Action Plan annually, and a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days following the close out of the City CDBG Program year. On May 7, 2020, HUD issued a memorandum that waived the 90-day statutory CAPER submittal requirement with the condition that grantees submit their CAPER within 180 days after the close of the CDBG program year.

The 2019-2020 CAPER represents the first performance report for the approved 2019-2024 Five-Year Consolidated Plan and the 2019-2020 Program Year Annual Action Plan. It reports progress of the CDBG Program period from July 1, 2019 through June 30, 2020. The CAPER meets all content requirements established by HUD and is consistent with the City's approved 2019-2024 Five-Year Consolidated Plan.

The CAPER is intended to outline and evaluate the overall progress the City has made in carrying out its goals and objectives in utilizing the annual federal CDBG Entitlement Funds awarded during FY 2019-2020. The CAPER was made available for public review for a 5-day public comment period as prescribed by HUD, commencing on November 4, 2020 and is presented to City Council for approval prior to submitting to HUD.

Highlights of CDBG Program for Fiscal Year 2019-2020:

During FY 2019-2020, the City received \$908,522 in federal CDBG Entitlement funds, which were used to accomplish various goals and objectives outlined in the 2019-2024 Five-Year Consolidated Plan and the First Program Year Annual Action Plan. Due to the coronavirus (COVID-19) stay at home order issued on March 19, 2020 by California Governor Gavin Newsom, many of the subrecipient

were unable to continue their services or had to conduct services virtually for the remainder of the program year.

- The Fair Housing Council of Riverside County (FHCRC) provided residents with services to investigate allegations of housing discrimination, and landlord tenant complaint mediation, as well as advocacy services education and training. The FHCRC assisted 1,413 residents during this reporting period, exceeding their goal of assisting 1,400 residents.
- Perris Valley Youth Association Sports (PVYAS) were contracted to provide after school recreational boxing instruction through their Youth Mentoring Program. PVYAS were able to assist 23 youth out of their goal of 35 for the program year. PVYAS was affected by the stay at home order as they were unable to continue their lessons virtually.
- Life Lifters International (LLI) provided 12 senior citizens out of their targets 25 with dance and exercise classes and CPR/AED/First Aid certification. LLI was affected by the stay at home order as they were unable to continue their lessons virtually.
- The Boys & Girls Club of Menifee Valley (BGC MV) provided 33 youths out of 86 with a variety of life enhancing programs such as homework assistance, fitness, tutoring, sports, day camps and special event field trips for the program year. BGC MV was also affected by the stay at home order as they were unable to conduct virtual programming.
- Love 4 Life Association provided 14 youths out of their targeted 40 with monthly educational workshops on bullying and suicide prevention. Love 4 Life Association was able to continue their monthly workshops virtually to their existing clients and had no new enrollments.
- Family Service Association (FSA) provided 197 Perris senior citizens, aged 62 and over, with nutritious meals at the Perris Senior Center five days a week. This exceeded their target of 100 senior citizens served. FSA was able to adjust their services by providing meals as a drive-through pick up service at the Senior Center.
- Habitat for Humanity Inland Valley completed one senior home repair. The property rehabilitation included roof replacement, water heater replacement, and installation of new smoke detectors and carbon monoxide detectors.
- Completion of the FY 18-19 Citywide Pedestrian Improvements at various locations within the City of Perris.
- Completion of the FY 16-17 Senior Center Renovations Phase 3 which included expansion of the pool room and addition of a small hallway.
- The E-Learn Program assisted eight (8) low-moderate income households with assistance paying their internet services. This program was implemented at the end of the program year and was only available for the month of June 2020.

As required by HUD, all public noticing requirements have been met and program performance data made available to the public. Therefore, staff is recommending that the City Council adopt the FY 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER) prior to submittal to the U.S. Department of Housing and Urban Development (HUD).

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Sara Cortés de Pavón, Grants Manager
Reviewed by:

REVIEWED BY:

City Attorney _____

Assistant City Manager cn

Finance Director ER

Attachment: 1. Resolution, including 2019-2020 CAPER

Public Hearing: X

ATTACHMENT 1 RESOLUTION

RESOLUTION NO. (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING THE 2019-2020 FIRST PROGRAM YEAR CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

WHEREAS, the City of Perris (the “City”) operated the Community Development Block Grant Program (CDBG) for the 2019-2020 Program Year; and

WHEREAS, the City is required to submit a CAPER, to the U.S. Department of Housing and Urban Development (HUD) for the activities and expenditures for the 2019-2020 Program Year; and

WHEREAS, the City Council must also certify that it is complying with HUD requirements for the use of CDBG funds; and

WHEREAS, the City has spent \$908,552 in CDBG funds during the 2019-2020 Program Year, and 100% of its funds were used for activities that benefitted low and moderate-income persons; and

WHEREAS, the City Manager is the certifying official for all HUD reports and transactions; and

WHEREAS, the City has held a public hearing to hear public testimony of all interested parties regarding the 2019-2020 First Program Year CAPER; and

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:

Section 1: Subsequent to hearing and consideration of all testimony, the City Council hereby adopts the 2019-2024 Consolidated Annual Performance Report (CAPER), a copy of which is on file with the City Clerk of the City of Perris, and authorizes the City Manager to submit the same to HUD on behalf of the City of Perris.

PASSED, APPROVED, AND ADOPTED ON NOVEMBER 10, 2020, BY THE FOLLOWING VOTE:

MAYOR, MICHAEL M. VARGAS

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 public hearing thereof held on the 10TH day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, Nancy Salazar

Exhibit A: 2019-2020 CAPER

EXHIBIT A
2019-2020 CAPER

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

PROGRESS MADE IN CARRYING OUT PLANNED ACTIVITIES:

The FY 2019-2020 Consolidated Annual Performance Evaluation Report (CAPER) is the first-year submission of accomplishments related to the 2019-2024 Consolidated Plan by the City of Perris. The City has worked with community agencies, internal departments, the general public and others to carry out its CDBG Program with the HUD resources indicated in the Consolidated Plan. The City provided all requested certifications of consistency in its Annual Action Plan, in a fair and impartial manner. More importantly, the City did not hinder Consolidated Plan implementation by action or willful inaction.

Standardized Reallocation Process and Amendments to the Five-Year Consolidated Plan/Annual Action Plan

During the fiscal year, the City assessed the status of its CDBG funded activities and projects. As a result, one public hearing was conducted to amend the Annual Action Plan. This action allowed the City to reprogram funds to provide funding to projects ready to move forward and to encourage timely expenditure of funds. All actions support the City's Five-Year community development and housing objectives as identified in the City's Consolidated Plan.

Date	Project/Activity	General Description
01-29-2019	Amendment to Consolidated Plan 2019-2024 and Annual Action Plan FY 2019-2020 – Substantial Amendment	Reallocation of Funds

COMPARISON OF PROPOSED VERSUS ACTUAL OUTCOMES, PRIORITY NEEDS AND SPECIFIC OBJECTIVES

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

See Table 1C (attached): Table of Specific Annual Objectives and Relationship to Five-Year Consolidated Plan Goals. This Table provides an assessment of the City in attaining the goals and objectives for the reporting period. It also provides as breakdown of the priority needs, as well as funds allocated and expended on grant activities for each goal and objective.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected - Strategic Plan	Actual - Strategic Plan	Percent Complete	Expected - Program Year	Actual - Program Year	Percent Complete
Affordable Housing Development	Affordable Housing	CDBG: \$0	Rental units constructed	Household Housing Unit	0	0		0	0	
CDBG PROGRAM ADMINISTRATION	PROGRAM MANAGEMENT	CDBG: \$191,287	Other	Other	1	1	100.00%	1	0	0.00%
ED Opportunities - Business Attraction	Non-Housing Community Development	CDBG: \$0	Other	Other	10	50	500.00%			

ED Opportunities - Commercial Assistance	Non-Housing Community Development	CDBG: \$0	Other	Other	20	100	500.00%			
ED Opportunities - Commercial Facade Improvement	Non-Housing Community Development	CDBG: \$0	Other	Other	10	5	50.00%			
ED Opportunities - Job Creation	Non-Housing Community Development	CDBG: \$0	Other	Other	10	50	500.00%			
Fair Housing	Fair Housing Services	CDBG: \$26,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	7283	291.32%	1600	1144	71.50%
Foreclosure Acquisition Program	Affordable Housing	CDBG: \$0	Direct Financial Assistance to Homebuyers	Households Assisted	8	0	0.00%			
Homeless Street Outreach Program	Homeless	CDBG: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	120	929	774.17%			
Homeowner Housing Rehabilitation - (OORP)	Affordable Housing	CDBG: \$0	Homeowner Housing Rehabilitated	Household Housing Unit	20	17	85.00%			

Homeowner Housing Rehabilitation - Senior Repair	Non-Housing Community Development	CDBG: \$0	Homeowner Housing Rehabilitated	Household Housing Unit	150	40	26.67%			
Homeownership Assistance Program	Affordable Housing	CDBG: \$0	Direct Financial Assistance to Homebuyers	Households Assisted	32	4	12.50%			
Lead-Based Paint Remediation	Affordable Housing	CDBG: \$0	Homeowner Housing Rehabilitated	Household Housing Unit	0	0				
Public Facility Improvement - Paragon Park	Non-Housing Community Development	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1	1	100.00%			
Public Facility Improvement - Senior Center	Non-Housing Community Development	CDBG: \$371,684	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	88440	0	0.00%	5000	0	0.00%

Public Infrastructure Improvements	Non-Housing Community Development	CDBG: \$250,000	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit	Persons Assisted	1	1	100%	10000	88440	884.40%
Public Services	Public Services	CDBG: \$143,465	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1900	1912	100.63%	1748	504	29%
Public Services	Public Services	CDBG: \$0	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City's use of funds is based on several factors including, but not limited to priority needs, Consolidated and Action Plan Objectives and available financial resources. Through the various meetings with community stakeholders, residents and non-profit agencies, the City works to identify the high priority community development and housing needs. Subsequently, annual funding may be limited and addressing specific objectives with high priority needs is given special attention by the City Council. The City Council assesses the highest needs, along with the available resources and the specific objectives to be achieved and allocates funding to agencies that submitted proposals in alignment with the goals and objectives outlined in the City's

Consolidated Plan.

During FY 2018-2019, measurable progress was made on the majority of the goals established in the Five-Year Consolidated Plan. See Appendix A: Table 1C - Summary of Goals, Objectives and Accomplishments

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	881
Black or African American	478
Asian	17
American Indian or American Native	9
Native Hawaiian or Other Pacific Islander	0
Total	1,385
Hispanic	645
Not Hispanic	740

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Additional racial and ethnic composition not listed in detail above for CDBG on the table is:

- Other Multi-racial: 259

This additional count total of 259, with the 1,385 listed on the table above, the overall total of CDBG assisted persons is 1,644.

The City of Perris identifies priority need and offers services and programs to eligible households regardless of race or ethnicity. The breakdown above is inclusive of persons assisted through Public Service activities where some of the beneficiaries were above 80% AMI, but where the total served is 51% AMI.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$956,438	\$949,737.50

Table 3 - Resources Made Available

Narrative

Per the City of Perris Housing Authority, the amount of CDBG funding made available was \$956,438 and the expended was \$949,737.50, which is reflected in the table above, and includes all expenditures from July 1, 2018 through June 30, 2019. As a granting entity, it is important that the City give much consideration to capacity, experience, community needs, other community resources and leveraging ability of the Subrecipients. Many of the same organizations do receive funding from year to year, however, each year their programs are scrutinized to determine if it continues to meet the priority needs outlined in the 2014-2019 Consolidated Plan. Table 1C, included at the end of this Report, identifies Federal resources provided to the City during FY 2018-2019 to meet housing and community development goals.

OTHER FEDERAL/HUD RESOURCES

SOURCE OF FUNDS AMOUNT

Neighborhood Stabilization Funds (NSP)	\$ 305,404*
State Allocated HOME Funds	\$99,380.28 of Program Income
Total	\$404,784.28

*Line of Equity and Program Income

The figures above identify Federal entitlement and competitive grant resources available to the City during FY 2018-2019 to meet housing and community development needs.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CITY OF PERRIS - CITYWIDE	100%	100%	LOCAL TARGET AREA

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Perris currently does not exclusively target geographic areas for its federal funds. These funds are made available to non-profit organizations, projects and programs citywide. Funds are used where the impact will be the greatest and where opportunity presents for projects consistent with goals set forth in the 2014-2019 Consolidated Plan. Priorities for funding can be found in the City's annual Notice of Funds Available (NOFA) and its 2014-2019 Consolidated Plan.

GEOGRAPHIC DISTRIBUTION

The City of Perris, while under the jurisdiction of Riverside County, established a Target Area determined by census data. Using U.S. Census Bureau 2010 CHAS data, the City identified census tracts within the City in which 51% or more of the residents were of low to moderate income. The Target Areas are those eligible Census Tracts: 426.17, 436.20, 427.06, 427.09, 427.19, 427.30, 428.00, 429.01, 429.02, 429.04 The Target Area is characterized by high concentrations of low- and moderate-income families, high unemployment, and deferred home maintenance, and deteriorating infrastructure. Also, because the entire City of Perris is greater than 51% low to moderate-income, an Area Wide Benefit has been determined to apply within the Target Area; therefore, CDBG funds have been targeted for some activities serving an area wide benefit.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Perris leveraged Federal Resources with other public and private resources to assist the City in reaching its community development goals identified in the FY 2018-2019 Action Plan. Certainly the need of our community far out paces the funds available. As such, we encourage our subrecipients to collaborate, partner and leverage funding and resources where possible. The CDBG Entitlement Program does not require matching funds. Other public and private funding sources include, but are not limited to the following:

1. Successor Agency Funds (Former RDA Agency Funds)
2. General Funds
3. Street Lighting District Funds
4. Gas Tax Funds
5. Sidewalk Grant SB-821
6. Park Development Funds
7. Construction Funds
8. Development Impact Fees (DIF)
9. United States Department of Agriculture
10. Kaiser Permanente
11. American Beverage Association in Partnership with the United States Conference of Mayors
12. Western Riverside Council of Governments
13. Park Industrial and Residential Impact Fees
14. California Natural Resource Agency
15. Government Facilities Development Impact Fees
16. City of Perris Housing Funds
17. Road Bridge Benefit District (RBBD) Funds

OTHER FEDERAL FUNDS

Other funds included in the resources above are: HOME Non-Entitlement funds received through the State and NSP funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

The following sections summarize the progress in meeting proposed goals for providing affordable housing, including the number of extremely low, low and moderate-income households that were assisted during the reporting period by income level.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	30	47
Number of Non-Homeless households to be provided affordable housing units	3	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	33	47

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	30	0
Number of households supported through The Production of New Units	1	0
Number of households supported through Rehab of Existing Units	1	0
Number of households supported through Acquisition of Existing Units	1	0
Total	33	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Overall, the largest impact on the identified housing and community development goals and outcomes has been the level of funding compared to the number of households in need of assistance. However, for the program year 2018-2019 the City achieved the majority of its goals for activities that have a one-year contract term. Of the activities that are multi-year, the City believes it is on track. The City remains proactive in addressing any concerns on meeting the intended goals for both the 5-Year Consolidated Plan and Annual Action plan.

Affordable housing units are consistently a top City priority. During program year 2018-2019, the City did not have any new affordable housing projects underway specifically for the homeless or special needs populations. When referring to homeless persons obtaining affordable units, the challenge increases exponentially. Recently homeless persons do not have a stable credit history and oftentimes face personal challenges such as mental health issues, domestic violence and drug and alcohol addictions. The "affordable housing units" in this case are overnight shelter figures.

The City has been successful in meeting most of its goals as evidence in the outcomes (See Appendix A: Table 1C - Statement of Specific Annual Goals, Objectives and Outcomes).

Discuss how these outcomes will impact future annual action plans.

Outcomes impact future Annual Action Plans as they provide an assessment of the City's success in meeting established goals and outcomes. For future Action Plans the City will continue to reevaluate community needs, worst case housing needs, projects or types of activities where the City did not meet its goals, and progress of existing projects. The goals stated by the City in the 2014-2019 Consolidated Plan were based on estimates from the community needs and market analysis that were conducted at the time. The City has begun to conduct an annual community needs survey to solicit input and help determine the actual goals for action plans. This process aids in meeting future stated goals.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income (≤30%)	401	0
Low-income (>30% and ≤50%)	790	0
Moderate-income (>50% and ≤80%)	379	0
Non-Low Moderate income (>80%)	74	0
Total	1644	0

Table 7 – Number of Households Served

Narrative Information

As a condition of receiving Federal funds, the City has certified that 70% of its CDBG expenditures will benefit low- and moderate-income persons. Based on IDIS Report PR23, Summary of Accomplishments, page 4, the number of CDBG beneficiaries was 1,644 of which 401 (23%) were classified 'extremely low-income', 790 (48%) were classified as 'low-income', 379 (23%) were classified as 'moderate income', and 74 (5%) were classified as over moderate income. This meets the 70% threshold required by CDBG indicating the City's CDBG expenditures are meeting the goal of serving the intended residents. This count also includes persons served who are 'presumed' low-income such as the 'More Than a Meal' program by Family Service Association which serves lunches to senior citizens aged 62 years of age or older at the Perris Senior Center. The City has been successful in meeting most of its goals as evidence in the outcomes (See Appendix A: Table 1C - Statement of Specific Annual Goals, Objectives and Outcomes.

"WORST-CASE NEEDS": Worst case housing needs are defined as low-income renter households who pay more than half of their income for rent, live in seriously substandard housing or have been involuntarily displaced. The City of Perris did not provide any assistance to rental households during FY 2018-2019. However, the Perris Family Resource Center offered a variety of services to residents, including rental housing assistance and utility assistance for renters. The Perris Family Resource center, along with other non-profit partners such as the Social

Work Action Group, (SWAG), Riverside County's Special Education Local Plan Areas, RI International, De Novo Full-Service Partnership, and the Basic Occupational Training Center, provides non-residential and housing assistance to persons with disabilities. Such services include, but are not limited to: substance abuse assistance, health resources or referrals, job placement and housing assistance.

NEED OF PERSONS WITH DISABILITES: The Perris Family Resource center, along with other non-profit partners such as the Social Work Action Group (SWAG), Riverside County's Special Education Local Plan Areas, RI International, De Novo Full Service Partnership, Catholic Charities, Lutheran Social Services, and the Basic Occupational Training Center, provides non-residential and housing assistance to persons with disabilities. Such services include, but are not limited to: substance abuse assistance, health resources or referrals, job placement and housing assistance.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Based on 2018 "Point-In-Time" (PIT) count of homeless persons residing in Riverside County conducted by the County's Continuum of Care (CoC), the City of Perris had 95 unsheltered homeless persons residing within its City limits. During the 2019 "Point In Time" (PIT) count, the City of Perris has 77 unsheltered homeless persons residing within its City limits. This is an 18.95% decrease from 2018. The City developed a Homeless Sub-Committee comprised of City of Perris Housing Authority staff, Code Enforcement, the Social Work Action Group (SWAG), Riverside County Sheriff's Department, and two City Council Members which meets every other month at 6:00 pm in the City Council Chambers. The public is notified of the meetings through postings by the City Clerk's office at Perris City Hall, the City website, and on all City social media platforms. Homeless issues that exist in the City and the resources available to assist the homeless population are provided to the public through the Homeless Sub-Committee meetings, City counter services, and on the City website.

The City contracted with the Social Work Action Group (SWAG) to reach out to homeless persons, assessing and addressing their individual emergency/ housing needs. To reach the individuals, the City utilized Housing funds for SWAG, a non-profit community-based organization, who in turn provides the direct services including street outreach, case management, housing search assistance, emergency housing/motel vouchers, food, and counseling. Additionally, SWAG provided the following services during the 2018-2019 program year:

1. Organize and Facilitate Point-in-Time Count for January 2019.
2. Conduct Homeless Street Outreach in partnership with law enforcement to address specific "hot spot" areas as identified by SWAG, City of Perris staff, and the Riverside Sherriff's Department.

- a. Respond to homeless service requests made by city staff, law enforcement, businesses and concerned residents.
 - b. Include in the "by-name census," specifically for the City of Perris, names of all individuals encountered.
 - c. Facilitate bus trips home -- family reunification for individuals wanting to reunite with an identified support system that is out of the Perris area.
 - d. Assist individuals found living on the street to obtain transportation and admittance to emergency shelter and transitional program options.
 - e. Conduct Riverside County housing assessments (VI-SPDAT when applicable) to unsheltered homeless individuals and families and provide navigation services.
 - f. Participate in weekly Coordinated Entry Housing Navigation meetings to ensure clients are being linked to Riverside County Continuum of Care housing resources.
3. Provide strategic outreach services in partnership with City of Perris Housing Authority and Perris School Districts to identify individuals and families, who are homeless and at-risk of becoming homeless, and connect them to applicable services.
 4. Facilitate quarterly landlord fairs and continuous education, training and recruitment.
 5. Facilitate Monthly Homeless Task Force Meetings, community asset mapping for strategic coordination and alignment of community resources that serve at-risk/homeless population.
 6. Participate in City-sponsored community events.
 7. Connect homeless population to appropriate housing solutions throughout Riverside County.
 8. Develop informational content including material for the Compassionate Giving Campaign and for dissemination throughout the community. The Campaign will encourage stakeholders, faith-based groups, community groups, businesses, and concerned residents to discourage well-intended activities that enable the chronically homeless to remain on the streets and focus their efforts on long-term solutions.
 9. Coordinate a series of lectures open and available to the public.
 10. Provide support to the City of Perris through training, presentations and sharing updates related to trends in regional homeless efforts.

11. Provide SWAG Report Card to community members to provide input and feedback.
12. Provide monthly and quarterly data collection of key activities and results, community partners/businesses engaged.
13. Attend and participate in City Council meetings as requested.

SWAG is often the primary source for referrals and assistance to homeless persons, and primary contact for unsheltered individuals.

During 2018-2019, SWAG managed a comprehensive street outreach program for homeless individuals/families and those in danger of becoming homeless. SWAG conducted outreach services that specifically focus on people and families staying in encampments, on the street, and/or living in cars. SWAG assisted with access to community and family shelters providing services for persons otherwise unsheltered. The program involves assessment and engagement activities as well as provision of overnight beds, transportation and service referrals. Each individual or family is assessed to determine vulnerability and community resources to respond. Outreach develops relationships and provides connections with emergency shelter and other supportive services identified as needs by clients.

Aside from providing housing and shelter placement, SWAG provided 234 individuals with mental/physical health services, provided 28 individuals with substance abuse services, and provided 1,133 individuals with miscellaneous services. Miscellaneous services are services such as transportation, vital Document, help with veteran services.

The specific Homeless Needs Objectives outlined in the FY 2018-2019 Action Plan are two pronged and include:

- Participating in the Riverside County Continuum of Care for the Homeless; and
- Supplementing the Riverside County Continuum of Care with the City homeless outreach program through The Social Work Action Group (SWAG).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City has an established referral system in place with the Social Work Action Group (SWAG) and the Riverside County Continuum of Care. SWAG's response time for homeless assistance calls are within an hour and they are able to assess and individual through the Riverside County housing assessments (VI-SPDAT when applicable) to identify appropriate housing , shelter placements or treatment centers for those identified as in need of emergency, transitional housing or substance abuse treatment. The CoC maintains a list of available bed locations and identifies as well, the type of facility (i.e. mental illness, family, single, veterans) that has vacancies.

The City does not have an ESG Program. Also, the City did not obtain any Federal funds from the Homeless SuperNOFA.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

In order to prevent families and individuals from falling into homelessness, the City has an established referral system in place with the Social Work Action Group (SWAG) and the Riverside County Continuum of Care. SWAG's response time for homeless assistance calls are within an hour and they are able to identify appropriate housing, shelter placements or treatment centers for those identified as in need of emergency, transitional housing or substance abuse treatment. The CoC maintains a list of available bed locations and identifies as well, the type of facility (i.e. mental illness, family, single, veterans) that has vacancies. Additionally, the City of Perris utilized CDBG funds to fund Community Connect 211 to access homeless prevention and housing assistance programs. Based upon annual income guidelines, individuals and families that are faced with imminent eviction or termination of utilities are referred to organizations that may aid them with rental assistance and security deposit assistance to move into a more affordable unit, or assistance with utility deposits/costs.

The City does not have an ESG Program. Also, the City did not obtain any Federal funds from the Homeless SuperNOFA.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

A Chronically homeless person or family is defined as one who has been living in a place not meant for human habitation, a safe haven, or emergency shelter continuously for at least one year or on at least four separate occasions in the last three years. Such persons or families must also be diagnosed with a specific disabling condition. These combined factors often lead to isolation and a survival mentality. Moving individuals from chronic homelessness to living in and maintaining housing requires multi-level solutions. In addition to suitable, acceptable and affordable housing, on-going supportive services are required to help the individual learn to live in the mainstream of society, to develop goals, and a budget addressing disabling conditions, and often modify behaviors developed for survival on the streets. Addressing chronic homelessness requires consistent and patient outreach. Therefore, the City has an established referral system in place with the Social Work Action Group (SWAG) and the Riverside County Continuum of Care. SWAG's response time for homeless assistance calls are within an hour and they are able to identify appropriate housing, shelter placements or treatment centers for those identified as in need of emergency, transitional housing or substance abuse treatment. The CoC maintains a list of available bed locations and identifies as well, the type of facility (i.e. mental illness, family, single, veterans) that has vacancies.

The City does not have an ESG Program. Also, the City did not obtain any Federal funds from the Homeless SuperNOFA.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

N/A - The City of Perris does not have any public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

N/A - The City of Perris does not have any public housing.

Actions taken to provide assistance to troubled PHAs

N/A - The City of Perris does not have any public housing.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's updated Housing Element for the 2014-2021 cycle reported the following actions to help remove barriers to affordable housing:

- Continue to encourage opportunities for development of housing in lower density land use designations through various Overlay Zone alternatives (Senior Housing, Planned Development, Downtown Design) or with the density bonus incentives.
- Once new State HOME Investment Partnership Grant Program Funds become available to the City, it will continue to utilize the program to assist in rehabilitating lower-income households to correct code violations and make exterior improvements.
- While the City did not receive applications for new housing development near transit stops, the City has reduced parking standards for senior and affordable housing developments that are located in proximity to transit stops.

The City approved two multi-family housing developments: Villa Verona which will produce 360 units and Barret Apartment which will have 226 units.

- To encourage the development of residential and mixed-use projects within the Downtown Specific Plan area, the City offers incentives such as a reduction in development standards (i.e. lot size, parking, and open space requirements) and with assistance from the Perris Housing Authority, subsidize a portion of development fees to encourage lot consolidation and to promote more intense residential and mixed-use development on vacant and underutilized sites within the Downtown Specific Plan area. However, no proposed projects requesting these incentives were submitted in 2018-2019.

The City will continue to take actions to remove barriers to affordable housing by implementing programs or through partnerships that address the following:

- Continue to seek additional funding resources to address affordable housing;
- Maintain/improve conditions of existing stock through housing rehabilitation programs;
- Increase the supply of affordable housing through new construction;
- Increase the supply of affordable housing through rental assistance;
- Increase affordable housing opportunities through homebuyer assistance;
- Continue to work with non-profit and for-profit housing developers to create affordable housing; and
- Update the City's Limited English Proficiency (LEP) Plan to reflect changing demographics in the community and adjust language skills of staff and outreach materials accordingly.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Perris continues to expend CDBG funds on a variety of activities that meet underserved needs. These programs provided new or expanded accessibility, affordability and sustainability to decent housing, improved public facilities, and a suitable living environment for low income persons. Such programs included: youth recreational and educational programs, and fair housing services.

The City of Perris will continue to determine where underserved populations are located through results from the Analysis of Impediments to Fair Housing and annual community needs survey. To reduce the number of obstacles keeping the City from meeting the needs of the underserved populations in the community and help improve service delivery, the Perris Housing Authority will continue to participate and facilitate city-wide collaborations in coordinating the work of social service organizations, eliminating duplication of efforts, spearheading community-wide solutions to local needs and disseminating information, news, and data that will assist all participant organizations in this collaborative effort. The City of Perris Housing Authority conducts public bi-monthly Homeless Sub-Committee meetings with two City Council members, Perris Code Enforcement, the Social Work Action Group (SWAG), the Riverside County Sheriff's Department, and members of the public to discuss how we can collectively address homelessness.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Perris is committed to reducing lead-based paint hazards citywide with

an emphasis on housing units occupied by low- and moderate-income households. The City's Housing Authority notifies all residential rehabilitation program applicants about the hazards of lead-based paint. The City participates in and supports the regional lead poisoning prevention program administered by the County of Riverside, Department of Public Health, which educates the public about the dangers of lead by conducting health education presentations and distributing health education materials; assists property owners and families in eliminating sources of lead in their homes, through testing, incentives, and home visits; and provides a Childhood Lead Poisoning Prevention Program, which provides medical testing of children for lead poisoning on a sliding fee scale based on family income and assists parents in treating children identified with lead poisoning. The City will undertake the following actions, as required for implementation of Federal housing programs:

- Conduct Inspections and Risk Assessments in conjunction with all housing programs affected by Federal Lead-Based Paint regulations at 24 CFR 35, 24 CFR 570.608 and 24 CFR 982.401.
- Remediate and/or abate lead hazards when identified.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Most activities undertaken by the City of Perris with CDBG funds are efforts to reduce persons in poverty and improve the quality of life for residents, either directly or indirectly. Programs that directly influence the poverty level include direct services to homeless or those at risk of homelessness. Projects that indirectly affect poverty include those that upgrade the community and aid in affordable and or accessibility to housing.

During FY 2018-2019, the following action was taken in an effort to assist and possibly alleviate financial hardships for persons below the poverty line:

- The City funded public service programs or activities in order to provide free access/availability to extremely low and low-income persons, including but not limited to the youth recreation & education programming, senior citizen nutrition program, employment education, and fair housing services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City has an inclusive institutional structure approach that uses a variety of organizations and departments within the City to carry out its housing, homeless, and community development plan. To eliminate gaps in institutional structures and enhance coordination, the City remains actively involved with internal City departments, outside agencies, and regional entities, including those that receive CDBG funding for public services, infrastructure improvements, economic development, and those involved in the Continuum of Care (CoC). Strengths and gaps regarding the institutional structure emerged from stakeholder and community meetings, community needs surveys, and other coordinated communication. The City continues to streamline and to make improvements to the delivery system to best serve the community through activities and services. As the needs of low- to- moderate- income residents change, the demand for types of services and programs will also change. The City provided technical assistance and capacity building to agencies to increase their effectiveness in implementing programs to address the City's housing and community development needs. In its effort for citizen participation, the City has several standing committee's which are open to the public, allowing for residents to voice their concerns and ideas. These committee's are the:

1. Economic Development Ad Hoc Committee
2. Ways and Means Committee
3. Homeless Sub-Committee

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

During the program year, the City conducted the following activities to enhance coordination and eliminate gaps in the institutional structure:

1. Continue to be a member of the Housing & Homeless Coalition for Riverside County (CoC);
2. Continue to work with the CoC and other agencies on regional homeless issues;
3. Continue to work with the Riverside County Housing Authority to ensure consistency between Consolidated Planning and Authority Planning requirements;
4. Continue to promote fair housing;
5. Coordinate with the Riverside County Sheriff's Department in the provision of services related to crime prevention, code enforcement and community policing;

6. Coordinate with the Public Works Department in the provision of infrastructure delivery; and
7. Coordinate with the Community Services Department and external agencies in the provision of public services.
8. Continue providing Responsible Compassion for the Homeless information in the City Newsletters which provides the public with the Do's and Don'ts of Responsible Compassion when rendering assistance to homeless individuals.
9. Look for additional funding resources to develop affordable housing units due to the high cost of housing production and construction;
10. Look at the needs of the senior population and plan for future services; and
11. Look at the needs of youth and family populations and plan for future programs and services.
- 12.

By working in a collaborative partnership with service providers, other federal/state government agencies and the private sector on all community development programs; the City believes that good collaboration and coordination of programs, services and budgets will result in healthier communities. The City also enhanced its efforts in the dissemination of information to the public by utilizing social media platforms to improve the distribution of helpful program information and updates to the public. This included:

1. Live streaming of the City's first State of the City in October 2018 which provided City information to citizens and stakeholders alike;
2. The Economic Development Department updating marketing and demographic materials to attract businesses and workforce development opportunities;
3. Promotion of Healthy & Green initiatives including the Chef in the Garden series and the Junior Master Gardeners; and
4. Promotion of the City's annual Health Fair which provides health education to the public as well as conducting a variety of on the spot wellness checks for attendees.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

The City has an Analysis of Impediments (AI) to Fair Housing Choice that was updated for the 5-year period of 2014-2019 and the City has submitted an update for 2019-2024. To ensure consistency with the policies and programs recommended by the Consolidated Plan and to ensure continued compliance

with the Fair Housing Certification found at 24 CFR 91.225 (a)(1), the City adheres to recommendations made in its approved Analysis of Impediments to Fair Housing Choice (AI). The City developed and Council approved a new AI in 2014 in conjunction with a new Five-Year Consolidated Plan and Annual Action Plan.

Impediments to Fair Housing Choice

Impediments are defined as:

- Any action, omission, or decision taken because of race, color, religion, sex, disability, familial status or national origin which restrict housing choices or the availability of housing choices, or
- Any action, omission, or decision which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin; or
- An assessment of the availability of affordable, accessible housing in a range of unit sizes.

During 2018-2019, the City continued to contract with the Fair Housing Council of Riverside County for the operation of a comprehensive fair housing services to further equal housing opportunities for all residents and households. The mission of the Fair Housing Council is "To provide comprehensive services which affirmatively address and promote fair housing (anti-discrimination) rights and further other housing opportunities for all persons without regard to race, color, national origin, religion, age, sex, familial status (i.e., presence of children), disability, ancestry, marital status, age, source of income, sexual orientation, genetic information, or other arbitrary factors." The City and the Fair Housing Council continue to work in partnership to address on-going concerns with housing discrimination and landlord-tenant mediation in Perris including identified impediments particularly as they impact low-income and minority households. Services provided by the Fair Housing Council include housing discrimination complaint processing, tenant-landlord information and mediation, fair housing educational presentations, and community-wide outreach through the dissemination of literature. During 2018-2019, the Fair Housing Council provided assistance with discrimination and landlord tenant mediation to 1,144 persons.

Additionally, along with assisting households with discrimination and landlord/tenant mediation, the Fair Housing Council conducted a wide range of education and outreach activities throughout the year. These services included:

First Time Homebuyer Workshops that included information on predatory lending practices; City Council Presentations; trained testers which greatly increased capacity to identify and investigate discrimination within Riverside County rental units; Fair Housing Training Course for property owners and managers; and Foreclosure Prevention Workshops. All of the workshops conducted by the Fair Housing Council are available in English and Spanish. All literature distributed by the Fair Housing Council is provided in English and Spanish and is located at all public counters in the City.

Actions taken during 2018-2019 to overcome the effects of any impediments identified in the Analysis of Impediments include the following:

- Collaboration with the Social Work Action Group (SWAG) to identify appropriate housing, shelter placements or treatment centers for those identified as in need of emergency, transitional housing or substance abuse treatment for at-risk/homeless individuals and families; and
- Development of the Homeless Sub-Committee.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City's Housing Authority has all administration and monitoring responsibilities for its CDBG Federal Entitlement Program. The City operates in accordance with the monitoring plan development for the CDBG Program, including an annual single audit in conformance with 24 CFR PART 2.

The performance of planned activities and projects of these CDBG funds are monitored in a variety of ways, depending on the type of program and requirements and includes desk audits, telephone contact, reports, and on-site visits. The following is a description of the monitoring activities that the City conducts, in order to identify technical assistance needs and promote quality performance:

- Financial monitoring through monthly desk audits and an annual financial audit, as well as annual financial file monitoring
- Performance monitoring, including annual on-site monitoring
- Davis-Bacon Compliance monitoring, including an annual desk audit of Bid Specs and Documents
- Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) contracting is encouraged for all Federally funded contracts. Bid specifications include a questionnaire regarding business ownership. Contractor/Subcontractor information, including MBE/WBE status is collected quarterly and reported to HUD as such.
- The City of Perris supports the employment and training of low-income persons. Section 3 Compliance activities include a desk review, discussion with project managers for contracts in excess of \$100,000, and a review of the City's Section 3 Plan prior to project commencement to ensure an understanding of requirements. Section compliance is monitored through quarterly reporting from project managers.
- Continual communication and coordination with the local HUD representative located in Los Angeles

Monitoring activities are intended to be proactive so that deficiencies can be

detected early and immediately corrected, and performance can be continually improved. The City Grants Manager acts as the Project Monitor and reviews all program activities on a monthly basis. Financial management activities are monitored by the Grants Manager, Assistant City Manager, and the Accounting Supervisor of the Finance Department.

In addition, all project costs are paid on a reimbursement basis; not in advance. Requests for reimbursement are required to be accompanied by proper documentation so that expenditures are verified before they are paid.

Public Service agencies are required to submit a quarterly program status reports. These quarterly program status reports are then used to input data into the IDIS system, which helps the Project Monitor to see how program goals are being met and assists in the preparation and completion of required annual reports.

As outlined above, CDBG Program projects are required to be monitored to ensure conformance with Davis-Bacon requirements. The City requires all contractors to be licensed and checks with both the state board and HUD's debarred list on HUD's home page to ensure compliance. Applicable Performance Records are to be kept in the associated project file.

On-site monitoring visits for 2018-2019 began in January 2019 and concluded in March 2019. Notification letters were sent to all CDBG sub-recipients on November 1, 2018 outlining the items that were to be reviewed during the monitoring session. This included Financial, Administrative and Program/Client files. The Grants Manager met with sub-recipient program staff to review compliance with the executed sub-recipient agreement, proper financial management systems were in place, and project files were kept up to date, and provide any technical support requested by the subrecipient. Following the on-site visits, the sub-recipients were provided with detailed follow-up letters discussing the results of the visit, and where appropriate, recommended actions.

Finally, each budgeted project is reviewed for compliance with the National Environmental Protection Agency (NEPA) and California Environmental Quality Act (CEQA) regulations to determine applicability and ensure compliance. Once environmental clearance has been obtained, the project can move forward to City Council and/or bid, etc., as appropriate. The supervisor monitors all Environmental Reviews. The City conducted required NEPA and CEQA reviews on

all federally funded projects during 2018-2019.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Federal Regulations mandate a 15-day public comment period prior to submission of the CAPER to HUD. The City published its notice for public comment regarding the CAPER on September 4, 2019, in the Perris Progress newspaper. A bilingual notice, in English and Spanish, was delivered to the following agencies to post for their client's review. These agencies provide services to persons with disabilities, protected classes including racial/ethnic minorities, and families with children:

1. RI International 170 Wilkerson Ave., Suite A & B, Perris, CA 92570
2. RI-International – De Novo Service Partnership 170 Wilkerson Ave., Suite D, Perris, CA 92570
3. Basic Occupational Training Center 1323 Jet Way, Perris, CA 92571
4. Perris Union High School District- Parent Involvement & Community Partnership center 1151 North "A" St., Perris, CA 92570
5. Val Verde Unified School District- Family Engagement Center 975 Morgan St., Perris, CA 92571
6. Riverside County Special Education Local Plan Area (SELPA) 2935 Indian Ave., Perris, CA 92571
7. Perris Station Senior Apartments 24 South D. Street, Perris, CA 92570
8. TODEC Legal Center 234 South "D" Street, Perris, CA 92570
9. Department of Public Social Services 2055 North Perris Blvd., Bldg B, Perris, CA 92571
10. Victor Community Outreach 555 North Perris Blvd., Perris, CA 92571
11. Perris Family Resource Center 2055 North Perris Blvd., Ste C-1, Perris, CA 92571

A copy of both public notices is attached to this Report.

Plan Development

The public is afforded a 15-day comment period to comment on the CAPER. A public hearing is also held regarding the performance report where additional public input may be received.

Public Hearings and/or Meetings

Public hearings provide a major source of citizen input on proposed programs and activities. On September 24, 2019 at 6:30 pm the City conducted a public hearing and held a public Council meeting in order to address housing and community development needs. Both were held before the proposed Consolidated Plan/Annual Plan and CAPER were adopted.

Public Notification

To ensure that all City residents had ample opportunity to take notice of all scheduled public hearings, all notices regarding such hearings, including the date, time and location, were published in a local newspaper of general circulation at least ten (10) days prior to the date of public hearing.

Access to Meetings: All public hearings were conducted at the following location:

City of Perris, City Hall Council Chambers
101 N. D Street
Perris, CA 92570

Spanish translation is available at all public hearings if requested 72 hours in advance of meeting. However, no translation services were requested.

Evaluation/Review and Comment

Citizens were given the opportunity to review and comment on the Draft CAPER from September 4, 2019 through September 24, 2019. The City published a public notice in the local newspaper informing interested persons about the CAPER review/comment period. Additionally, a bilingual notice, in English and Spanish, was delivered to the following agencies to post for their client's review. These agencies provide services to persons with disabilities, protected classes including racial/ethnic minorities, and families with children:

1. RI International 170 Wilkerson Ave., Suite A & B, Perris, CA 92570
2. RI-International – De Novo Service Partnership 170 Wilkerson Ave., Suite D, Perris, CA 92570
3. Basic Occupational Training Center 1323 Jet Way, Perris, CA 92571
4. Perris Union High School District- Parent Involvement & Community Partnership center 1151 North "A" St., Perris, CA 92570

5. Val Verde Unified School District- Family Engagement Center 975 Morgan St., Perris, CA 92571
6. Riverside County Special Education Local Plan Area (SELPA) 2935 Indian Ave., Perris, CA 92571
7. Perris Station Senior Apartments 24 South D. Street, Perris, CA 92570
8. TODEC Legal Center 234 South "D" Street, Perris, CA 92570
9. Department of Public Social Services 2055 North Perris Blvd., Bldg B, Perris, CA 92571
10. Victor Community Outreach 555 North Perris Blvd., Perris, CA 92571
11. Perris Family Resource Center 2055 North Perris Blvd., Ste C-1, Perris, CA 92571

A copy of both public notices is attached to this Report.

Access to Information/Availability to the Public

As required by Federal regulations, the Consolidated Plan, the Annual Action Plan, the CAPER, and substantial amendments are made available at the following locations:

City Hall Clerk's Office
101 North D. Street
Perris, CA 92570

City Perris Housing Authority
135 North D. Street
Perris, CA 92570

This location is in compliance with the American with Disabilities Act (ADA).

Written Comments

Public comments were solicited through public notices for the public hearings. No written public comments were received.

Substantial Amendments

Substantial amendments to the Consolidated Plan/Action Plan are defined as:

1. A new activity to be funded that was not contained in the final Annual Action Plan;
2. An existing approved activity which is cancelled; or
3. CDBG funds will be moved from an existing eligible activity to another in an amount greater than 50% of the existing activity allocation.

A substantial change in funding is herein defined as any amendment that exceeds 50 percent of the project/activity award for that program year.

In the event that an amendment to the Plan qualifies as a substantial change, citizens will be given an opportunity to participate in the planning process. This opportunity will be afforded to the citizens in the following manner:

1. Publication of Information for 30-day Comment Period and
2. Adoption of change through public hearing process

There were no Substantial Amendments for the 2018-2019 program year.

Technical Assistance

The City conducted two (2) technical assistance workshops during the development of the 2018-2019 Annual Action Plan to assist agencies or City departments choosing to assist low-income persons develop proposals for the CDBG Program. These workshops were held on December 7, 2017 and December 8, 2017. The technical assistance included:

1. Providing information on Federal programs, including the amount of Federal funds available;
2. A review of proposal guidelines and requirements for submission of proposals;
3. Answering questions regarding the Consolidated Plan and Annual action Plan Development process and/or the proposal process.

A technical assistance workshop for sub-recipients awarded funding for the 2018-2019 program year was conducted on June 13, 2017. The technical assistance included:

1. CDBG Agreements;
2. Financial Systems;
3. Record Keeping;
4. Procurement & Contracting;
5. Reporting;
6. Reimbursements;
7. Monitoring; and
8. Other federal requirements

A technical assistance workshop was conducted on March 28, 2019 for new departmental staff working on CDBG non-public services programs/projects.

Complaints/Grievance Procedure

Citizens are encouraged to submit concerns or complaints in writing. All complaints should be submitted to: City of Perris Housing Authority 135 North D. Street, Perris, CA 92570. During the actual development of the CAPER, Consolidated Plan, and Annual Action Plan submission, written concerns or complaints regarding the Plans shall initiate a written response indicating assessment of the complaint and/or proposals and actions taken to address the complaints and/or proposals before final submission of the Plan to HUD. The City shall ensure that reasonable attempts are made to respond to questions or complaints in a timely manner, usually within fifteen (15) working days after receipt of the inquiry.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

During program year 2018-2019, The City did not experience any changes in program objectives. This City met its stated program objectives. The City continues to monitor CDBG program performance to assess whether or not changes in program objectives are necessary. Any changes in program objectives would constitute an amendment to the Consolidated Plan and Annual Action Plan.

The City continues to carry out its CDBG Program with the HUD resources indicated in the Consolidated Plan. The City provided all requested certifications of consistency in its Annual Action Plan, in a fair and impartial manner. More importantly, the City did not hinder Consolidated Plan implementation by action or willful inaction.

The City's first five-year consolidated plan was deliberately established to create a simple framework upon which a more extensive and comprehensive structure can be developed in future years. The Consolidated Plan focuses on the same types of activities and projects that comprised the City's CDBG program under the County of Riverside. Public agencies, non-profit organizations, and for-profit organizations all contribute to the provision of affordable housing, community development, and support services in Perris.

Outside agencies implemented approximately 67% of the CDBG projects and programs comprising 2018-2019. A detailed assessment of the City's progress in meeting priority needs and specific objectives is included as Attachment Table 1C – Statement of Specific Annual Objectives in Relationship to 5-Year Consolidated Plan Goals.

Impact On Identified Needs

Overall, the largest impact on the identified housing and community development needs has been the level of funding compared to number of households in need of assistance. The City continues to fund those projects and activities that address the highest and greatest need within the community. Nonetheless, the strategies outlined in the Consolidated Plan and the activities undertaken in 2018-2019 were able to have an impact on identified needs. CDBG funds provided availability and accessibility to housing and services that may not have ordinarily been available or available at a cost to low-income persons.

Barriers To Fulfilling Strategies

The CDBG Program did not experience any major barriers to fulfilling the strategies identified in the FY 2018-2019 Annual Action Plan.

The greatest barrier to fulfilling strategies is the lack of available public and private financial resources. Needs identified in the Consolidated Plan include, but are not limited to: additional public services, infrastructure and facility improvements, affordable housing, senior housing, and transitional housing.

While CDBG funds have had a significant impact on meeting community development and housing needs, the demand for services is enormous. The City continues to fund those projects and activities that address the highest and greatest needs as indicated by resident input, community leaders and consultation with community stakeholders.

As FY 2018-2019 was the City's fifth year of program implementation under the 2014-2019 Consolidated Plan; overall, major goals are on target.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No – The City does not have any Brownfields.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A- not applicable.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

During program year 2018-2019, The City did not experience any changes in program objectives. This City met its stated program objectives. The City continues to monitor CDBG program performance to assess whether or not changes in program objectives are necessary. Any changes in program objectives would constitute an amendment to the Consolidated Plan and Annual Action Plan.

The City continues to carry out its CDBG Program with the HUD resources indicated in the Consolidated Plan. The City provided all requested certifications of consistency in its Annual Action Plan, in a fair and impartial manner. More importantly, the City did not hinder Consolidated Plan implementation by action or willful inaction.

The City's first five-year consolidated plan was deliberately established to create a simple framework upon which a more extensive and comprehensive structure can be developed in future years. The Consolidated Plan focuses on the same types of activities and projects that comprised the City's CDBG program under the County of Riverside. Public agencies, non-profit organizations, and for-profit organizations all contribute to the provision of affordable housing, community development, and support services in Perris.

Outside agencies implemented approximately 67% of the CDBG projects and programs comprising 2018-2019. A detailed assessment of the City's progress in meeting priority needs and specific objectives is included as Attachment Table 1C – Statement of Specific Annual Objectives in Relationship to 5-Year Consolidated Plan Goals.

Impact On Identified Needs

Overall, the largest impact on the identified housing and community development needs has been the level of funding compared to number of households in need of assistance. The City continues to fund those projects and activities that address the highest and greatest need within the community. Nonetheless, the strategies outlined in the Consolidated Plan and the activities undertaken in 2018-2019 were able to have an impact on identified needs. CDBG

funds provided availability and accessibility to housing and services that may not have ordinarily been available or available at a cost to low-income persons.

Barriers To Fulfilling Strategies

The CDBG Program did not experience any major barriers to fulfilling the strategies identified in the FY 2018-2019 Annual Action Plan.

The greatest barrier to fulfilling strategies is the lack of available public and private financial resources. Needs identified in the Consolidated Plan include, but are not limited to: additional public services, infrastructure and facility improvements, affordable housing, senior housing, and transitional housing.

While CDBG funds have had a significant impact on meeting community development and housing needs, the demand for services is enormous. The City continues to fund those projects and activities that address the highest and greatest needs as indicated by resident input, community leaders and consultation with community stakeholders.

As FY 2018-2019 was the City's fifth year of program implementation under the 2014-2019 Consolidated Plan; overall, major goals are on target.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No – The City does not have any Brownfields.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A- not applicable.



10.A.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: Renewal of the City's State Legislative Advocacy Agreement

REQUESTED ACTION: Approve and Authorize the City Manager to execute an extension to the Agreement for Legislative Advocacy and Lobbying Services from Nielsen Merksamer Parrinello Gross & Leoni LLP.

CONTACT: Richard Belmudez, City Manager

BACKGROUND/DISCUSSION:

In 2018, the Ways & Means Subcommittee directed staff to secure legislative advocacy and lobbying services for the City of Perris ("City"). At the time, the City had experienced an increase in sales tax revenues and contracting a legislative advocate to minimize the threat of potential legislation impacting future sales tax allocations became a priority to ensure the City's future economic development and vitality.

In 2018, Nielsen Merksamer Parrinello Gross & Leoni LLP ("Nielsen Merksamer"), one of the preeminent political law, government law, and lobbying firms in the country, was retained to provide legislative advocacy and lobbying services to the City for a two-year legislative cycle. The contract services Agreement included a provision for a term extension as agreed by the City and the Consultant. The firm advises the City Council and Staff of the State legislative agendas that may affect the City and works with Staff on developing appropriate strategies to protect the City's interests.


In 2019, Nielsen Merksamer, through Senior Counsel, Michelle Rubalcava, provided crucial services and advocacy on behalf of the City and was instrumental in spearheading State advocacy efforts against Senate Bill 531 (Glazer) which sought to prohibit a local agency from entering into any agreement that would result in a rebate of the Bradley-Burns Uniform Local Sales and Use Tax revenues to a retailer that locates or maintains a place of sale within the jurisdiction of that local agency. This legislation would have disallowed the City Council to utilize this tax option as an instrument to capture very needed economic activity in the City. City Council representatives, Staff, and Nielsen Merksamer's Senior Counsel Rubalcava worked tirelessly against the passage of this proposed legislation and successfully persuaded Governor Gavin Newsom to veto the bill.

If the Agreement extension is approved, Staff will continue to work with the City Council to receive direction on legislative positions and priorities and with Nielson Merksamer to develop a strategic political plan to secure favorable legislative outcomes for the City and protect the City from negative legislative proposals.

Ms. Rubalcava is scheduled to provide a legislative presentation during the subject City Council meeting. Thereafter, Staff respectfully recommends that the City Council approve a two-year Agreement extension for legislative advocacy services for a maximum total of \$130,000 and authorize the City Manager to execute said Agreement.

BUDGET (or FISCAL) IMPACT:

Nielsen Merksamer's contract amount is \$65,000 per year. A budget amount of \$60,000 has been placed in the approved FY 20/21 general fund budget for lobbying services and staff seeks an additional \$5,000 budget appropriation for year 1 of the proposed contract.

Prepared by: Isabel Carlos, Assistant City Manager 

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director ER _____

Attachment 1: Contract Agreement for Legislative Advocacy and Lobbying Services

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:

Attachment 1

**Draft Contract Services Agreement for
Nielsen Merksamer Parrinello Gross & Leoni LLP
For Lobbying Services**

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
LOBBYING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of January, 2021, by and between the City of Perris, a municipal corporation ("City"), and Nielsen Merksamer Parrinello Gross & Leoni LLP, ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the primary services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred twenty thousand dollars (\$120,000.00) ("Contract Sum").

2.2 Incidental Expenses. For incidental services, such as travel expenses and staff time for preparation of the city's lobbyist employer report filed with the Secretary of State associated with this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum amount of ten thousand dollars (\$10,000.00).

2.3 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid quarterly in equal installments.

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

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

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per

accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

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

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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

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

4.2 Indemnification.

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

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect for a period of two years from the date of this Agreement. This agreement may be extended from time to time as agreed by the City and the Consultant.

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

6.0 MISCELLANEOUS

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

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this

Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.3.a Adverse Representation. City understands and accepts that consultant represents many clients that participate in the governmental and political process primarily in California but also nationwide and that it is inevitable that Consultant will work on projects for other clients having different governmental or political objectives, beliefs or views from City and that it is possible, even likely, that Consultant will present these and future clients on matters that may or will be adverse in some way to City's interest, but which are not directly related to the matters for which City is retaining Consultant. Further, City understands and accepts that Consultant represents the non-alcoholic beverage industry, whose interests are or in the future may be contrary to City's with regard to soft drink taxation and or regulation. Pursuant to this agreement, City waives any conflict that may arise in the future with the non-alcoholic beverage industry.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

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

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

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in

writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

"CONSULTANT"
NIELSEN MERKSAMER PARRINELLO
GROSS & LEONI LLP
1415 L Street, Suite 1200
Sacramento, CA 95814

By: _____
Signature

Print Name and Title

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

[See Attached Proposal from Nielsen Merksamer Parrinello Gross & Leoni LLP dated
October 30, 2020]



October 30, 2020

City of Perris
101 North D. Street
Perris, California 92570

Re: City of Perris Request for Proposals: Government Relations & Lobbying Services

Nielsen Merksamer Parrinello Gross & Leoni LLP (hereinafter referred to as Nielsen Merksamer) is pleased to offer the attached proposal to provide government relations and lobbying services to the City of Perris.

Thank you for the opportunity to put forth this proposal. Please do not hesitate to contact us if you have any questions.

Sincerely,

Michelle Rubalcava, Senior Counsel
Nielsen Merksamer Parrinello Gross & Leoni LLP

I. Basic Information

- A. Nielsen Merksamer Parrinello Gross & Leoni LLP
- B. 1415 L Street, Suite 1200
Sacramento, CA 95814
(916) 446-6752
- C. Michelle Rubalcava – Principal Assigned Under Contract
 - i. Senior Counsel
 - ii. (916) 446-6752
 - iii. mrubalcava@nngovlaw.com
- D. Missy Johnson
 - i. Senior Specialist in Legislative and Regulatory Affairs
 - ii. (916) 446-6752
 - iii. mjohnson@nmgovlaw.com
- E. John Moffatt
 - i. Partner
 - ii. (916) 446-6752
 - iii. jmoffatt@nngovlaw.com

II. Nielsen Merksamer's Qualifications, Credentials and Related Experience

Nielsen Merksamer is one of the preeminent political law, government law, and lobbying firms in the country, serving a national clientele that includes local government, public agencies, trade associations, non-profits, leading businesses, and individuals. Our Attorneys/Lobbyists are from both political parties, each of them has been active in politics and government for many decades. Nielsen Merksamer has excellent relationships with both sides of the political aisle. Indeed, the ability to work well with Democrats and Republicans is a necessity in representing clients with a diversity of interests. Nielsen Merksamer employs five attorneys/lobbyists. We excel in providing:

- Government law, advocacy, lobbying and strategic advice regarding the legislative, regulatory and administrative processes.
- Advice to clients on compliance with lobbying, campaigns, ethics and contractor disqualification laws at the local, state and federal level in California.
- Representation of clients before the executive and legislative branches of government. In addition, representation of clients before regulatory bodies and stakeholder groups.
- Analysis, drafting, editing and amendments to legislative measures which impact the firm's clients.
- Litigation advice on political, governmental and constitutional issues at all levels of state and federal courts.
- Counsel on issues involving voting rights and redistricting.
- Representation as campaign and election law counsel on all aspects of the electoral process, including most major California statewide initiatives or referenda in the past 30 years.

Nielsen Merksamer clients benefit from a full service lobbying/law firm. Nielsen Merksamer has a unique understanding of how lobbying, communications, public relations and grassroots all come together to provide an integrated strategy when representing our clients.

A list of three Nielsen Merksamer city clients can be found below:

1. City of Visalia
Leslie Caviglia
Deputy City Manager
707 W. Acequia Avenue
Visalia, CA 93291
(559) 713-4300
leslie.caviglia@visalia.city

2. City of Solana Beach
Johanna N. Canlas
City Attorney
635 S. Hwy 101
Solana Beach, CA 92075
(619) 440-4444
jcanlas@mcdougalllove.com

3. Town of Yucca Valley
Thomas D. Jex
City Attorney
57090 Twentynine Palms Hwy
Yucca Valley, CA 92284
(951) 788-0100
tjex@bwslaw.com

III. Nielsen Merksamer's Understanding of the Scope of Work for City of Perris

Nielsen Merksamer has extensive knowledge and expertise on legislation affecting local governments. Our expertise in the structure and operation of local and state government, including special districts and joint power authorities, is well recognized. Through our representation of a wide variety of clients we have developed expertise in local government administration, local government sales and use tax distribution, voting rights and redistricting issues, energy policy and water policy to name a few. Members of this firm were active participants in prior legislation attempting to reallocate local sales taxes.

While representing the City of Visalia, members of this firm were actively involved in discussions and negotiations surrounding Senate Constitutional Amendment (SCA) 20 (Glazer - D). SCA 20 would have changed the allocation of Bradley-Burns local sales taxes from the jurisdiction that is the place of sale to the one where the property is delivered for online sales. As a result, revenues that were currently flowing to one jurisdiction would instead have been allocated to another. Had such a measure passed, the City of Perris' sales tax base would have been irreparably harmed. Most recently, our firm monitored and reported back to clients regarding an October 15th joint informational hearing held by The Senate Committee on Governance and Finance and the Assembly Committee on Revenue and Taxation; the topic was the *Wayfair* decision recently decided by the United States Supreme Court. The issue of sales tax has not been resolved and will be an issue that cities will have to grapple with again in the incoming 2019-20 legislative session.

Nielsen Merksamer understands that the City of Perris will require a highly qualified firm to engage legislative decision-makers on this legislative issue and many others which have yet to materialize. We excel at delivering robust services to our clients, we understand that as a local government, you need an additional set of eyes and ears when it comes to researching and identifying new and emerging issues. We understand that communication at every level is critical to maintaining a productive collaboration between the City of Perris and Nielsen Merksamer advocates.

At Nielsen Merksamer, we pride ourselves on bringing our full arsenal of expertise to work for each client. Our breadth of expertise in a wide range of policy areas means our clients do not have to go searching for additional help when a legislative or regulatory issue touches on an unexpected area of law.

Subject to discussions with you, we anticipate having three team members dedicated to your issues –Michelle Rubalcava, John Moffatt and Missy Johnson. Michelle will be your primary contact and would coordinate Nielsen Merksamer's efforts on the City of Perris' behalf. In addition, Andrew Langley will serve as legislative and research support. However, if an issue requires additional human resources, the other two lobbyists at Nielsen Merksamer would be engaged to assist in advocacy on behalf of the City of Perris.

MICHELLE RUBALCAVA is Senior Counsel at Nielsen Merksamer and specializes in the legislative process. Michelle has twenty years of extensive experience in and around state politics as a legislative advocate. Michelle was employed for over seven years as legislative staff. During this time Michelle worked for the Assembly and Senate Budget Chair, honing her knowledge and expertise in the State's budget process. Subsequent to her time as legislative staff, Michelle was a contract lobbyist with another firm for six years, one of her clients was the State County Association of Retirement Systems. Michelle's most recent employer was the County of Los Angeles, where Michelle was the lead advocate on public health, workers' compensation and retirement and pension issues for the County. Michelle graduated from the University of California Davis with a B.A. in International Relations and received her Juris Doctor from the University of the Pacific, McGeorge School of Law. As a member of the local Sacramento community, Michelle was appointed to the City of Sacramento's Citizen Redistricting Advisory Commission, where she served as Vice-Chair.

JOHN J. MOFFATT is a partner at Nielsen Merksamer specializing in sales tax use and distribution, water, air quality, environmental and transportation issues. Prior to joining Nielsen Merksamer, John served in the administration of Governor Arnold Schwarzenegger as Chief Deputy Legislative Secretary and Deputy Legislative Secretary. In that capacity, he was responsible for helping develop and negotiate the annual budget as well as the Administration's major policy initiatives. He was also responsible for developing, managing, and negotiating the Administration's policies and positions on all legislative issues and initiatives pertaining to the California Environmental Protection Agency, the California Natural Resources Agency, the California Department of Food and Agriculture and the California Public Utilities Commission.

MISSY JOHNSON is a Senior Legislative and Regulatory Advocate specializing in health care, occupational licensing, consumer protection and general issues faced by businesses operating in California. As such, she has extensive experience working for highly regulated industries and

professions. Prior to joining the firm, Ms. Johnson was the Vice President of Government Affairs for the California Retailers Association (CRA) and represented the retail industry on a variety of issues. Before her CRA tenure, Ms. Johnson spent ten years as staff in the California Legislature in a number of capacities. Her last position was with the Senate Committee on Business, Professions, and Economic Development.

ANDREW M. LANGLEY is Nielsen Merksamer's Manager of Research for Legislation and Public Policy. Prior to joining the firm, Mr. Langley worked in the California State Legislature in the Senate Office of Floor Analyses Unit. Prior to working in the floor analyses unit, Mr. Langley served in both houses of the legislature for twelve years in various capacities.

To the extent it is within our control, the personnel proposed to work on behalf of the City of Perris, shall remain available for the full term of the contract. Our firm prides itself on a thoughtful, substantive approach to legislative advocacy, relying on our legal and strategic skills as well as the credibility we have developed over the years. Nielsen Merksamer provides both the expertise and the solid relationships necessary to bring continued and additional success for the City of Perris.

One of the cornerstones of our relationship with clients is the development of a strategic legislative advocacy plan. While our firm has significant experience in the policy areas of import for the City of Perris, if selected, our first step would be to delve deeply into the specific policy considerations that face the City. From that "deep dive," we would then work with the appropriate City of Perris staff to develop this year's legislative priorities and a work plan to implement those priorities throughout the year.

To implement the 2019 work plan, Nielsen Merksamer would perform the following tasks on an ongoing basis, with guidance from and in concert with City of Perris staff:

- Provide strategic advice to best position the City of Perris with policy makers in the legislature, the executive branch and regulatory agencies.
- Provide strategic advice and guidance on how to position the City of Perris within the League of California Cities, securing the City of Perris' participation in any and all workgroups set up to find an internal solution to the sales tax issue.
- Monitor existing and new proposals originating from state agencies and departments. As directed by City staff, Nielsen Merksamer would engage with departments or agencies to secure favorable regulatory outcomes for the City.
- Review all introduced and amended legislation and budget proposals for matters that may impact the City of Perris.
- Draft and secure amendments to pending legislation on an as-needed basis, in cooperation with City of Perris staff. Because we are a law firm, we often draft legislation and work with Legislative Counsel in refining legislative language, and we provide research and suggestions to committee consultants analyzing bills.
- Represent the City of Perris by testifying at legislative hearings, as appropriate, or providing written testimony and counsel for City of Perris representatives.
- Review and lobby budget proposals that may impact the City of Perris.
- Facilitate meetings with the City of Perris and key contacts around the state, as needed.

- **Bill Tracking** - We provide all of our clients with legislative bill tracking services via State Net. The bill tracking is managed by Andrew Langley, who is able to tailor bill tracking reports and hearing calendars for clients in a variety of formats.

We would be open to discussing any additional activities in which the City of Perris would like us to participate or any additional milestones or benchmarks that the City of Perris may wish to require.

IV. Professional Services Agreement

If selected to represent the City of Perris, Nielsen Merksamer agrees to comply with the terms and conditions of the City's standard professional services agreement.

V. Compliance Statement

If selected to represent the City of Perris, Nielsen Merksamer agrees to comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standard Provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

VI. Litigation

Nielsen Merksamer does not have any past, current, or pending litigation resulting from professional services rendered over the past five years.

VII. Commercial Terms

Based on the proposed scope of work provided, Nielsen Merksamer would recommend the following price for services rendered. As always, we are happy to discuss this amount with you.

Description	Price Per Month	Price Per Year
Monthly Retainer Fee	\$5,000	\$60,000

EXHIBIT "B"
SPECIAL REQUIREMENTS

[NONE]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Nielsen Merksamer Parrinello Gross & Leoni LLP

Schedule of Compensation

Contract Sum:	Primary Services	Incidental Expenses	Total
Year 1	\$ 60,000.00	*Up to \$5,000	\$ 65,000.00
Year 2	\$ 60,000.00	*Up to \$5,000	\$ 65,000.00
			<u>\$ 130,000.00</u>

Method of Payment

Consultant shall be paid on a quarterly basis in equal installments after receipt of invoice with a net of 30 payment term.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: November 10, 2020

SUBJECT: I-215 / Harley Knox Interchange Improvements (CIP # S095)

REQUESTED ACTION: Authorize City Engineer to solicit proposals from the short consultant list adopted by Riverside County Transportation Department for environmental engineering services and approve the proposed project management hourly rates.

CONTACT: Stuart E. McKibbin, City Engineer

BACKGROUND/DISCUSSION:

With the General Plan Circulation Element in 2005 and its subsequent revisions, the City adopted primarily light industrial land use designations in the north Perris area. Harley Knox Boulevard is the gateway to these industrial developments and diverts a significant proportion of truck traffic away from other Perris streets. The Harley Knox Interchange was identified in both the Circulation Element and in the Transportation Uniform Mitigation Fee Nexus Study as a regional facility that provides an efficient flow of goods through Perris and as vital for the Inland Empire's economy.

Currently, the northbound and southbound ramps at the Harley Knox Interchange are operating at a Level of Service (LOS) F, well below the City adopted standard of LOS D. Increased truck traffic from existing development, planned development activity in the Perris Valley Commerce Center Specific Plan, as well as the proposed construction of two connector roads, which would bring more traffic from March JPA and City of Moreno Valley, would further impact the level of service.

Given the need for the efficient movement of goods and its importance to Perris's economy, the City has recognized the Harley Knox Interchange should be upgraded and reconfigured as soon as possible to address the current and future traffic demands. The City agreed in 2019 to sponsor and fund Caltrans' preparation of the Project Study Report-Project Development Support (PSR-PDS) which is the first step in the long process to improve an interchange. The PSR-PDS is analyzing three alternatives to improve the operation of the Interchange (See Attachment 2, Power Point Presentation Slides):

- Tight Diamond Interchange
- Diverging Diamond Interchange
- Single Point Interchange

Preliminary construction cost estimates for the three alternatives range from \$36 million to \$47 million. The right-of-way cost is not included in the cost estimate and would be determined at a later date, once we are closer to final design. Staff would pursue state, federal and local funds, including contributions from our neighboring jurisdictions and local agencies, in order to fund construction. The actual award and management of the construction contract would be the responsibility of Caltrans and/or Riverside County Transportation Commission.

The PSR-PDS is expected to be approved by Caltrans in early 2021.

After PSR-PDS approval, the City would continue to proactively push the project forward toward agency approval and construction. The future steps in the process would be to hire consultants to perform three tasks:

- Perform preliminary engineering, and prepare and adopt California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental documents;
- Perform final engineering (design drawings), specifications and cost estimates, and secure Caltrans Structures approval of final design; and
- Acquire the necessary right of way, execute utility agreements as needed, including Metrolink Construction and Maintenance Agreements (C&M), and certify the right of way.

Staff estimates it may take up to six years to complete these tasks and have a shovel-ready project. At this time, staff proposes to request proposals from the firms found on Riverside County Transportation Commission's short list of qualified consultants, evaluate their teams and recommend to Council the environmental and engineering firms best suited to perform the preliminary engineering and prepare the environmental documents. We estimate the cost for this work to be several million dollars. As a comparison, the environment and final engineering cost for Placentia Interchange was approximately \$5 million with construction cost of \$34 million excluding right-of-way.

Tri Lake Consultants would provide project management for the project from now until it's handed off to Caltrans and/or RCTC for construction bidding. The proposed hourly rates by the Tri Lake Consultants, including Project Manager George Alvarez and the support staff, are higher than the current rates as this project requires specialized technical expertise to manage the many consultants and coordinate with other public agencies. However, the proposed rates are competitive when compared to those paid by other Riverside County agencies for similar work.

Table of Proposed Rates

Title	Existing Tri Lakes Rate	Riverside County Hourly Rates	RCTC Consultant Rates	Tri Lake Rates
Project Manager	\$120	\$259	\$204 - \$230	\$195
Senior Engineer	\$110	\$209	\$149 - \$168	\$150
Senior Planner	\$110	\$228	\$209 - \$235	\$160
Traffic Engineer	N/A	\$209	\$174	\$160
Assistant to project Manager	\$95	\$137	\$92	\$90

Therefore, staff recommends Council authorize City Engineer to solicit proposals from the short consultant list adopted by Riverside County Transportation Department for environmental engineering services and approve the proposed project management hourly rates

BUDGET (or FISCAL) IMPACT:

Based on the three identified alternatives, preliminary construction cost estimates ranges from \$35 million to \$47 million. CIP S095, as adopted by Council identifies \$16 million from RBBB funds. This amount is sufficient to complete the environmental and design work, and possibly the right-of-way acquisition.

Prepared by: Stuart E. McKibbin, City Engineer

REVIEWED BY:

City Attorney _____
Assistant City Manager 
Finance Director 

Attachments:

1. Vicinity Map
2. Power Point Presentation
3. George Alvarez Resume
4. CIP Sheet S095

Consent:

Public Hearing:

Business Item: Yes

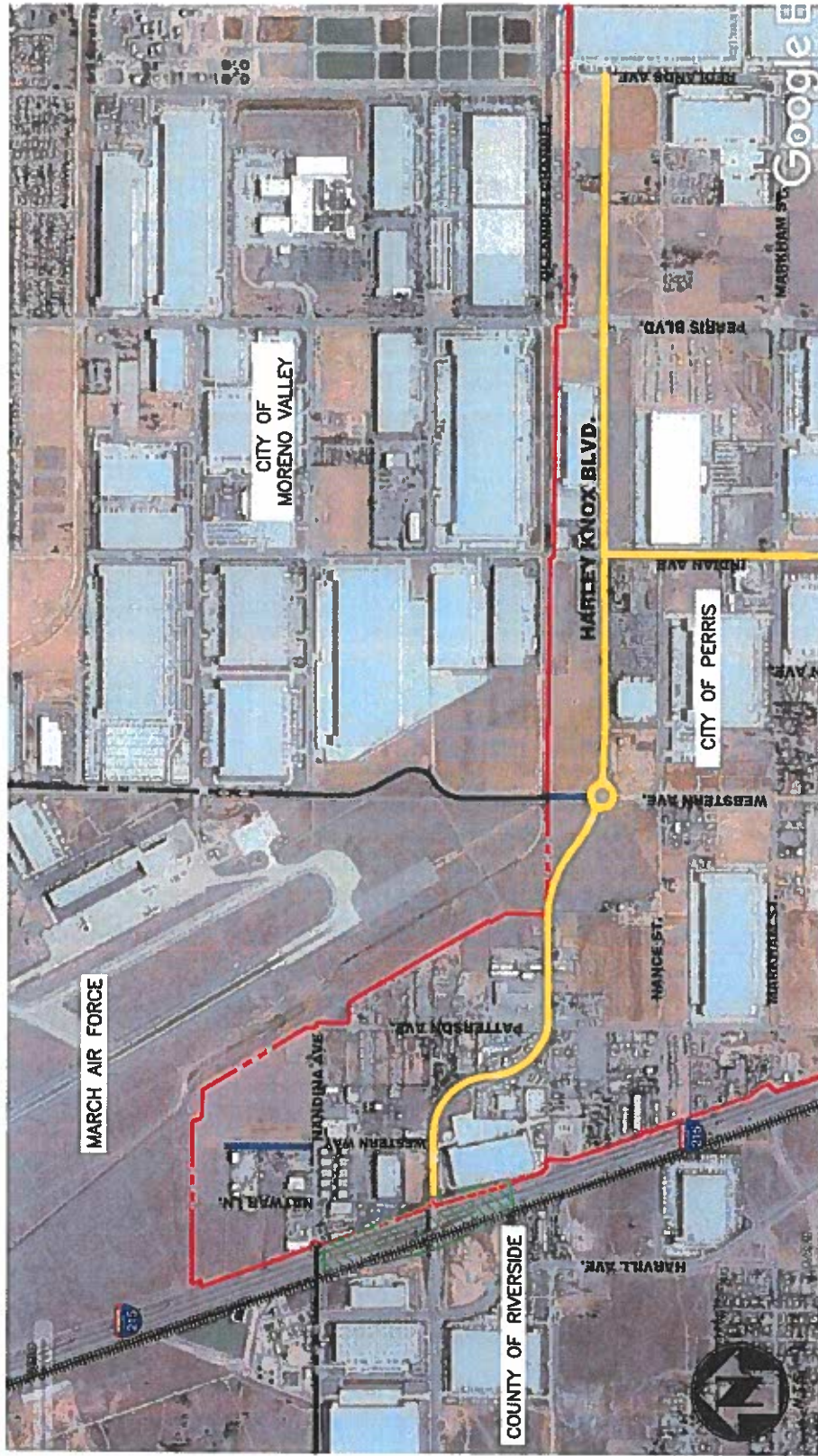
Presentation:

Other:



Attachment #1

Vicinity Map

I-215/HARLEY KNOX INTERCHANGE



LEGEND:

-  Connector Route
-  Truck Route
-  Interchange
-  City of Perris Limit
-  Rail Road
-  Other Cities Limits

TRI LAKE
 CONSULTANTS, INC.
 CITY ENGINEER
 DATE 10/29/20



Attachment #2

Power Point Presentation



**CITY COUNCIL
MEETING**

**I-215/Harley
Knox Boulevard
Interchange
Project
(CIP # S095)**

November 10, 2020

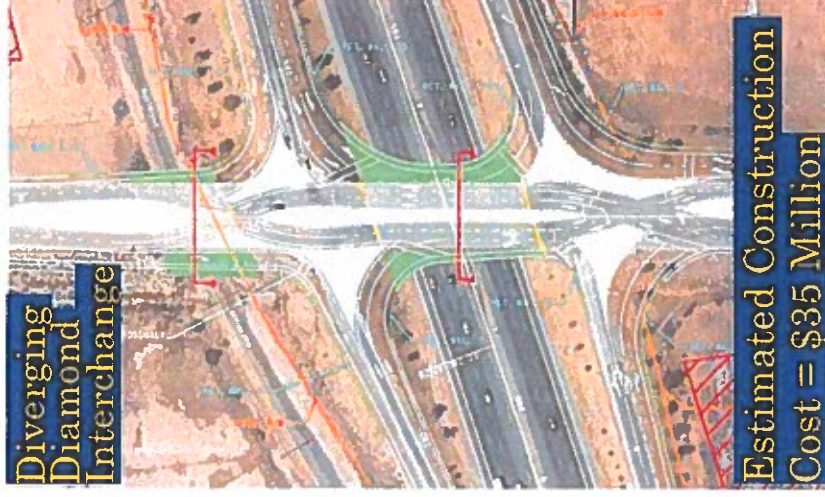
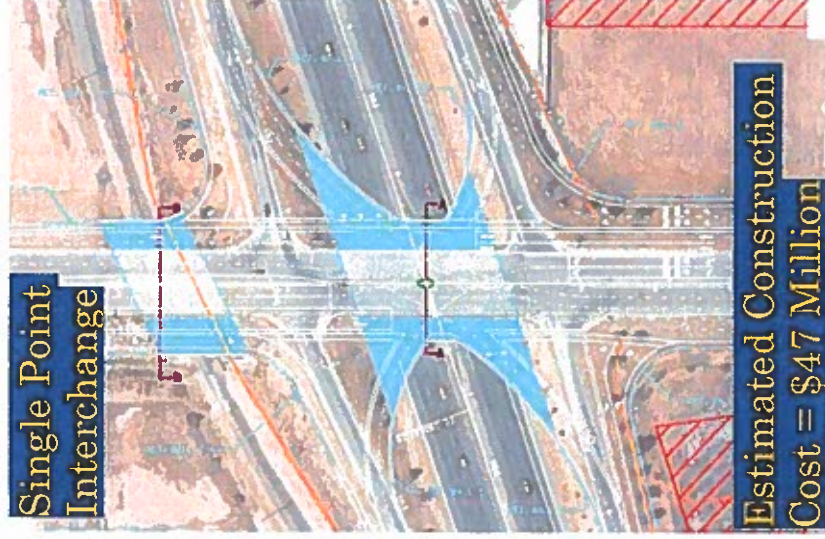
Qualifications of Project Manager George Alvarez

- B.S. Civil Engineering, Cal State University Long Beach
- Professional Experience:
 - City Engineer, City of Santa Ana
 - Contract City Engineer/Public Works Director, City of Eastvale
 - Contract City Engineer/Traffic Engineer, City of San Juan Capistrano
- Experience related to freeway interchange projects:
 - Santa Ana Freeway Widening Project involving four new interchanges, City of Santa Ana
 - New interchange at Limonite Ave and I-15, City of Eastvale
 - New interchange at SR-74 and I-5, City of San Juan Capistrano
 - New Roundabout at I-5 and La Novia Ave, City of San Juan Capistrano

I-215/Harley Knox Boulevard Interchange Project Status –

- In May 2019, the City and Caltrans entered into an agreement to prepare a Project Study Report/Project Development Support (PSR_PDS) for the I-215/Harley Knox Interchange
- The PSR-PDS will identify the purpose and need
- Identify the project alternatives that will relieve congestion and improve traffic operations at the interchange (horizon year of 2045)
- Project scope of work
- Right of Way needs, including utility impacts and Railroad
- Preliminary environmental analysis
- Initial cost
- Project schedule
- Stakeholders involvement and agency coordination

Types of Interchange Configurations Being Considered:



Next Steps

- Perform preliminary engineering, and prepare and adopt California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental documents;
- Perform final engineering (design drawings), specifications and cost estimate, and secure Caltrans Structures approval of final design;
- Acquire the necessary right of way, execute utility agreements as needed, including Metrolink Construction and Maintenance Agreements (C&M), and certify the right of way.

Preliminary Project Schedule

- Environmental and Preliminary Engineering – March 2021 – April 2024
- Final Design – May 2024 – October 2025
- Right of Way – October 2025 – May 2026
- Shovel Ready project by July 2026
- Advertise Construction Contract – April 2026 – November 2026
- Award Construction Contract by January 2027
- Start of Construction by February 2027
- Substantial Completion by February 2029

Questions?



Attachment #3

George Alvarez Resume

George Alvarez

California Registered Professional Civil Engineer

California Registered Professional Traffic Engineer

B.S. Civil Engineering, California State University Long Beach

Professional Experience:

City of Santa Ana, City Engineer

Contract City Engineer/Public Works Director, City of Eastvale

Contract City Engineer/Traffic Engineer, City of San Juan Capistrano

Experienced Related to Freeway Interchange Projects:

**Project Manager for Santa Ana Freeway Project involving four new interchanges,
City of Santa Ana**

Project Manager for new interchange at Limonite Avenue at I-15, City of Eastvale

**Project Manager for roundabout at I-5 at La Novia Avenue, City of San Juan
Capistrano**

Project Manager for new interchange at SR 74 at I-5, City of San Juan Capistrano

Awards:

President, American Public Works Association, Southern California Chapter, 2010

Government Leader of Year, American Society Civil Engineer, 2002

**Top Public Works Leader of the Year, Public Sector, Southern California Chapter,
2000**

Attachment #4

CIP Sheet S095

