

*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, January 12, 2021

6:30 P.M.

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

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

2. ROLL CALL:

Magaña, Corona, Rabb, Rogers, Vargas

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

Councilmember Magaña will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

A. Recognition of City of Perris Retirees.

7. APPROVAL OF MINUTES:

- A. Consideration to approve the Minutes of the Regular Joint Meeting held on December 8, 2020, and the Special Joint Meetings held on December 10, 2020 and December 22, 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 approve Assignment & Assumption of a Development Agreement from GM Gabrych Family Limited Partnership to Prologis-Exchange CA 2002 LLC for a project located at the southwest corner of Mountain Avenue and Goetz Road, and review and approval of a Certificate of Compliance for the same Development Agreement.
- B. Consideration to approve an Employment Agreement with the Interim City Manager.
- C. Consideration to Approve the Inspection and Maintenance Agreement with Riverside County Flood Control and Water Conservation District and Riverside County Transportation Commission for the Interim Placentia Avenue Basins and Storm Drains.
- D. Consideration to Approve a Master License Agreement for Trails with Riverside County Flood Control and Water Conservation District.
- E. Consideration to Approve the City Council Meeting Schedule for June-August, and December 2021.
- F. Consideration to Approve a New Memorandum of Understanding with D.R. Horton Los Angeles Holding Company, Inc., A California corporation (the D.R. Horton), the owner of the remaining property within CFD No. 2006-3 (Alder) related to D.R. Horton's plans to develop the remaining property. The District is located at Windflower Lane and W. Bowen Road (Avion Pointe Tract) and E. Nuevo Road and Wilson Avenue (Acacia Tract).
- G. Consideration to adopt Resolution Number (next in order) approving a Recognized Obligation Payment Schedule 21-22 (ROPS).

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

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PERRIS APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE 21-22

- H. Consideration to approve the Quarterly Investment Report for the quarter ended September 30, 2020.
- I. Consideration to approve the Quarterly Investment Report for the quarter ended December 31, 2020.

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) to Acquire an Easement for Utility Relocation in Connection with the Widening of Redlands Avenue.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF AN EASEMENT IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 303-120-009

Introduced by: City Attorney Eric Dunn

PUBLIC COMMENT

- B. Consideration to adopt Resolution Numbers (next in order) regarding annexation of Parcel Map (PM) 37457 to the City's Maintenance Districts. PM 37457 is located at the northwest corner of Indian Avenue and Ramona Expressway. (Owner: IDIL Ramona, LLC)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37457 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL

APPROVAL OF THE ENGINEER'S REPORT AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2020/2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37457 TO BENEFIT ZONE 153, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2020/2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37457 TO BENEFIT ZONE 118, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2020/2021

Introduced by: City Engineer Stuart McKibbin

PUBLIC COMMENT

- C. Consideration to adopt Resolution Numbers (next in order) regarding annexation of Parcels into Community Facilities District Number 2001-3 (North Perris Public Safety District)-Annexation Number 40. 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, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 40 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 40 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 40 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Ernie Reyna

PUBLIC COMMENT

- D. Consideration to adopt Resolution Numbers (next in order) regarding annexation of Parcels into Community Facilities District Number 2018-02 (Public Services District)-Annexation Number 4. 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, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 4 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 4 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 4 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Ernie Reyna

PUBLIC COMMENT

- E. Consideration to adopt the First Reading of Ordinance Number (next in order) and Resolution Number (next in order) approving Green Valley Specific Plan Amendments and related entitlements for the property located along the northerly frontage of Ethanac Road between Goetz Road and Case Road. (Applicant: Matthew Villalobos, Raintree Investment Corporation)

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT (SPA) 18-05292 TO UPDATE THE ARCHITECTURAL AND DEVELOPMENT STANDARDS FOR REVIEWING DEVELOPMENT PROPOSALS, UPDATING THE LAND USE PLAN TO REFLECT CURRENT DEVELOPMENT CONSTRAINTS

OF THE RIVERSIDE CONSERVATION AUTHORITY, AND PERRIS VALLEY AIRPORT TO FACILITATE THE CONSTRUCTION OF 1,241 DWELLING UNITS AT THE SOUTHERLY HALF OF THE GREEN VALLEY SPECIFIC PLAN LOCATED NORTH OF ETHANAC ROAD, SOUTH OF CASE ROAD, BETWEEN GOETZ ROAD AND GREEN VALLEY PARKWAY, AND MAKING THE FINDINGS IN SUPPORT THEREOF

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE SECOND ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT, APPROVING TENTATIVE TRACT MAP 37262 (TTM18-05000); TENTATIVE TRACT MAP 37722 (TTM19-05233), TENTATIVE TRACT MAP 37223 (TTM17-05251), TENTATIVE TRACT MAP 37816 (TTM20-05089) AND DEVELOPMENT PLAN REVIEW (DPR) 20-00005, TENTATIVE TRACT MAP 37817 (TTM20-05090) AND DEVELOPMENT PLAN REVIEW (DPR) 20-00003; AND TENTATIVE TRACT MAP 37818 (TTM20-05118) AND DEVELOPMENT PLAN REVIEW (DPR) 20-00006 TO FACILITATE CONSTRUCTION OF 1,241 DWELLING UNITS LOCATED NORTH OF ETHANAC ROAD, SOUTH OF CASE ROAD, BETWEEN GOETZ ROAD AND GREEN VALLEY PARKWAY, SUBJECT TO CONDITIONS OF APPROVAL AND THE FINDINGS NOTED HEREIN

Introduced by: Interim Director of Development Services Candida Neal

PUBLIC COMMENT

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

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

- A. Consideration to make appointments to the City Committees and Commissions and Agencies.

Introduced by: Mayor Michael M. Vargas

PUBLIC COMMENT

- B. Consideration to appoint the Mayor Pro Tem.

Introduced by: Mayor Michael M. Vargas

PUBLIC COMMENT

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

12. COUNCIL COMMUNICATIONS:

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

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

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact 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: December 8, 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_tFlnK2WOR3y9UIHPi0Cgig

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



CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on December 8, 2020, the Special Joint City Council Meeting held on December 10, 2020 and the Special Joint City Council Meeting held on December 22, 2020.

CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

City Attorney _____
Assistant City Manager *CA*
Finance Director *ER*

Attachments:

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

CITY OF PERRIS

MINUTES:

Date of Meeting: December 8, 2020

06:30 PM

Place of Meeting: City Council Chambers

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

Mayor Vargas called the Regular City Council meeting to order at 6:35 p.m.

2. **ROLL CALL: Rabb, Rogers, Magaña, Corona, Vargas**

Present: Rabb, Rogers, Magaña, Corona, 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, Director of Administrative Services Amozgar, Director of Public Works Hill and City Clerk Salazar.

3. **INVOCATION:**

Mayor Pro Tem Rogers gave the Invocation.

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Rabb 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:**

- A. **Approved the Minutes of the Regular Joint Meeting held on November 10, 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 Rita Rogers, seconded by Marisela Magana to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

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

City Attorney Dunn requested that Item 8.B. be pulled and noted that it would be brought back to a future meeting.

Councilmember Rabb requested that Item 8.J. be pulled for separate consideration.

- A. Adopted Resolution Number 5737 Accepting GM Gabrych Family Limited Partnership's Irrevocable Offer of Dedication for Public Purposes for the Goetz Road Widening Project.

Resolution Number 5737 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING GM GABRYCH FAMILY LIMITED PARTNERSHIP'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (GOETZ ROAD, APN 330-070-008)

- B. **This item was pulled and will be brought back at a future meeting.** Consideration to approve a Real Property Donation Agreement for Real property located on the East Side of Perris Boulevard between Orange Avenue and Citrus Avenue. (APN's 320-050-016 and 320-090-001)

- C. Adopted Resolution Number 5738 to appoint an Interim Director of Development Services and authorize the City Manager to execute a second amendment to contract services agreement with Interwest Consulting Group, Inc.

Resolution Number 5738 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPOINT AN INTERIM DIRECTOR OF DEVELOPMENT SERVICES

- D. Approved Riverside County Transportation Commission's request for a local street closure on Frontage Road, between Placentia Avenue and Rider Street, associated with the Placentia Interchange Project.
- E. Approved Duke Realty's request for a local street closure on Webster Avenue, between Morgan Street and Rider Street.
- F. Awarded a contract to Helix Environmental Planning, Inc. for Cultural and Biological Resources Compliance Services for the Enchanted Hills Park Project.
- G. Awarded a contract to Hera General Engineering for Clearing and Grubbing work at

Enchanted Hills Park.

- H. Approved a Contract Services Agreement with Lyons Security Services, Inc. to provide security guard services at the City Hall Campus, City Facilities, Surveillance, and Parks.
- I. Adopted Resolution Number 5739 approving the Amendment of the City's Classification and Compensation Plan to Establish Twelve (12) New or Updated City Classifications and Authorize the Amendment of the City's Salary Range Placement Schedule which sets forth the Classification and Compensation Allocations for all City Employees.

Resolution Number 5739 is entitled:

A RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN TO ESTABLISH TWELVE (12) NEW OR UPDATED CITY CLASSIFICATIONS AND AUTHORIZE THE AMENDMENT OF THE CITY'S SALARY RANGE PLACEMENT SCHEDULE WHICH SET FORTH THE CLASSIFICATION AND COMPENSATION ALLOCATIONS FOR ALL CITY EMPLOYEES

- J. Received and filed information regarding the costs associated with granting two years additional service credit to eligible members who elect retirement during a designated time period, as provided by Government Code 20903.

Councilmember Rabb requested that this item be considered separately.

The following Councilmember's spoke:

**Rabb
Magaña**

Rogers

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Magana to Approve the Item, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- K. Adopted Resolution Number 5740 regarding annexation of parcels into CFD 2001-3 (North Perris Public Safety District)-Annexation Number 40. The project is located at the northwest corner of Indian Avenue and Ramona Expressway, Parcel Map (PM) 37457; APN?s 302-050-036,302-060-005,302-060-006,302-060-038 (Owner: IDIL Ramona, LLC)

Resolution Number 5740 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS

DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO
[ANNEXATION NO. 40]

- L. Adopted Resolution Number 5741 regarding annexation of parcels into CFD 2018-02 (Public Services District)-Annexation Number 4. The project is located at the northwest corner of Indian Avenue and Ramona Expressway, Parcel Map (PM) 37457; APN?s 302-050-036,302-060-005,302-060-006,302-060-038 (Owner: IDIL Ramona, LLC)

Resolution Number 5741 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 4]

- M. Adopted Resolution Number 5742 reaffirming the necessity of Developer Fees in Compliance with Section 66006 (AB 1600) of the Government Code for the fiscal year ended June 30, 2019.

Resolution Number 5742 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO REAFFIRM THE NECESSITY OF DEVELOPER FEES

- N. Approved the Check Register for October 2020.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve the Consent Calendar, with the exception of items 8.B. and 8.J.

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Number 5743 approving General Plan Amendment 20-05177 and City of Perris Active Transportation Plan to amend the Non-Motorized Transportation section of the City of Perris General Plan Circulation Element in order to implement and adopt the Active Transportation Plan.

Resolution Number 5743 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE ACTIVE TRANSPORTATION PLAN AND APPROVING GENERAL PLAN AMENDMENT (GPA) 20-05177 TO UPDATE THE NON-MOTORIZED TRANSPORTATION SECTION OF THE CITY OF PERRIS CIRCULATION ELEMENT, AND MAKING FINDINGS IN SUPPORT THEREOF

Planning Manager Kenneth Phung gave the presentation on this item.

The Mayor opened the Public Hearing at 6:52 p.m. There was no Public Comment.

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 5743, as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. **BUSINESS ITEMS:**

- A. Received and filed the taxation rates update for cannabis cultivation and distribution businesses and provided direction to staff regarding taxation rates.

Planning Manager Kenneth Phung gave the presentation on this item.

The following Councilmember's spoke:

Corona

Rabb

The Mayor called for Public Comment. The following people spoke:

Bryan Viano

Nick Ortega

Eugene Villasenor

The following Councilmember's spoke:

Magaña

Rabb

Vargas

A discussion ensued regarding rates and direction was given to staff to bring this item back at a future meeting.

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

The following people spoke at Public Comment:

Justin Phan

Alec Stern

Craig Misewicz

Tam Nguyen

Pastor Lincoln

Rance Garrett

Brent Barnes

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 8:33 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY OF PERRIS

MINUTES:

Date of Meeting: December 10, 2020

06:30 PM

Place of Meeting: City Council Chambers

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

Mayor Vargas called the Special City Council meeting to order at 6:33 p.m.

2. ROLL CALL: Rabb, Rogers, Magaña, Corona, Vargas

Present: Rabb, Rogers, Magaña, Corona, Vargas

Staff Members Present: City Manager Belmudez, City Attorney Dunn, Assistant City Manager Miramontes, Assistant City Manager Carlos, Director of Administrative Services Amozgar 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. BUSINESS ITEMS:

A. Adopted Resolution Number 5744 Certifying the General Municipal Election in the City of Perris.

Resolution Number 5744 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECITING THE FACTS OF THE CONSOLIDATED GENERAL ELECTION (GENERAL MUNICIPAL ELECTION) HELD IN SAID CITY ON NOVEMBER 3, 2020, DECLARING THE RESULTS THEREOF AS TO THE ELECTION OF CITY COUNCIL MEMBERS AND THE MAYOR AND SUCH OTHER MATTERS AS PROVIDED BY LAW

City Clerk Salazar gave the presentation on this item.

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

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Magana to Approve Resolution Number 5744, as presented.

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

NOES:

ABSENT:

ABSTAIN:

B. OATHS OF OFFICE:

Milangela Corona administered the Oath of Office and delivered Certificate of Election to Malcolm Corona who assumed office as a Member of the City Council;

Joseph Rogers administered the Oath of Office and delivered Certificate of Election to Rita Rogers who assumed office as a Member of the City Council;

Brittany Morgan Vargas, Megan Melonie Vargas and Stephanie Margaret Vargas administered the Oath of Office and delivered Certificate of Election to Michael M. Vargas who assumed office of as Mayor.

City Clerk Nancy Salazar gave the presentation on this item.

Mayor Vargas noted that his daughter, Yvette Rudolph was not able to attend.

Oaths of Office were administered to Councilmember Corona, Mayor Pro Tem Rogers and Mayor Vargas.

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

The following Councilmember's spoke:

**Corona
Rogers
Magaña
Rabb
Vargas**

City Manager Belmudez offered congratulations to the newly seated Councilmember's and Mayor and also congratulated the Mayor and First Lady on their Anniversary.

6. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:15 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY OF PERRIS

MINUTES:

Date of Meeting: December 22, 2020

06:30 PM

Place of Meeting: City Council Chambers

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

Mayor Vargas called the Special City Council meeting to order at 6:31 p.m.

2. ROLL CALL: Rogers, Magaña, Corona, Rabb, Vargas

Present: Rogers, Magaña, Corona, Rabb, Vargas

Staff Members Present: City Manager Belmudez, City Attorney Dunn, Assistant City Manager Miramontes, Assistant City Manager Carlos, Director of Finance Reyna, Director of Administrative Services Amozgar and City Clerk Salazar.

3. INVOCATION:

Mayor Pro Tem Rogers gave the Invocation.

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Rogers led the Pledge of Allegiance.

5. BUSINESS ITEMS:

- A. Adopted Resolution Number 5745 to Grant a Designated Period for Two Years Additional Service Credit for eligible local miscellaneous members under California Government Code Section 20903.

Resolution Number 5745 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO GRANT A DESIGNATED PERIOD FOR TWO YEARS ADDITIONAL SERVICE CREDIT FOR ELIGIBLE LOCAL MISCELLANEOUS MEMBERS UNDER CALIFORNIA GOVERNMENT CODE SECTION 20903

Director of Administrative Services Saida Amozgar gave the presentation on this item.

**The following Councilmember spoke:
Magaña**

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 Resolution Number 5745, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Number 5746 adjusting the Cannabis Cultivation and Distribution Tax Rate and establishing Tax Exemptions relating to the calculations of taxes owed pursuant to Chapter 3.40 of the Perris Municipal Code.

Resolution Number 5746 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADJUSTING THE TAX RATE FOR CULTIVATION AND ESTABLISHING EXEMPTIONS RELATING TO THE CALCULATION OF TAXES OWED BY COMMERCIAL MARIJUANA OPERATIONS ENGAGING IN CULTIVATION AND DISTRIBUTION PURSUANT TO SECTIONS 3.40.020(B), 3.40.020(C), AND 3.40.030 OF CHAPTER 3.40 OF TITLE 3 OF THE PERRIS MUNICIPAL CODE

Planning Manager Kenneth Phung gave the presentation on this item.

The following Councilmember's spoke:

Corona

Rogers

Vargas

The Mayor called for Public Comment. The following people spoke at Public Comment:

Nick Ortega

Joshua Naggar

Shade Awad

Kyle Castanon

Rance Garrett

The following Councilmember's spoke:

Rabb

Vargas

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve Resolution Number 5746, as amended.

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

6. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:25 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Consent to the Assignment & Assumption of a Development Agreement from GM Gabrych Family Limited Partnership to Prologis-Exchange CA 2002 LLC for a project located at the southwest corner of Mountain Avenue and Goetz Road, and review and approval of a Certificate of Compliance for the same Development Agreement

REQUESTED ACTION: That the City Council approve the Assignment and Assumption Agreement and Certificate of Compliance for Phase I of the Project and the Development Agreement

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

Gabrych Family Limited Partnership ("Developer") owns an approximately thirty-eight (38) acre parcel of real property located at the southwest corner of Mountain Avenue and Goetz Road. Developer's predecessor, FR/CAL GOETZ, LLC ("Original Developer") entered into a Development Agreement dated September 30, 2011 for a project located at this site, which is called Phase I. The term of the Development Agreement is until September 30, 2026.

On February 14, 2017, the Original Developer and the Developer entered into an Assignment and Assumption Agreement through which Original Developer assigned, and Developer assumed, certain rights and obligations under the Development Agreement with respect to the site and the project.

Now, Developer and Prologis-Exchange CA 2002 LLC ("Prologis") wish to enter into a new Assignment and Assumption Agreement in order for Developer to assign its rights obligations to Prologis, and Prologis desires to accept such assignment. The Development Agreement requires the City's consent for any assignment, provided that the City must approve the Assignment & Assumption Agreement absent good cause.

Staff has reviewed the Developer's request for consent by the City to the Assignment & Assumption Agreement, and has found no good cause to deny such consent, and therefore recommends approval.

In addition, pursuant to Section 4.4 of the Development Agreement, the Developer may request from the City a Certificate of Compliance. This document states that, based on all information available to the City, the Development Agreement is still in place and the Developer is in compliance with the Development Agreement. Staff has reviewed the status of the Development Agreement and has determined that the Developer is in compliance.

BUDGET (or FISCAL) IMPACT: None to the City.

Prepared by:

REVIEWED BY:

City Attorney X

Assistant City Manager *am*

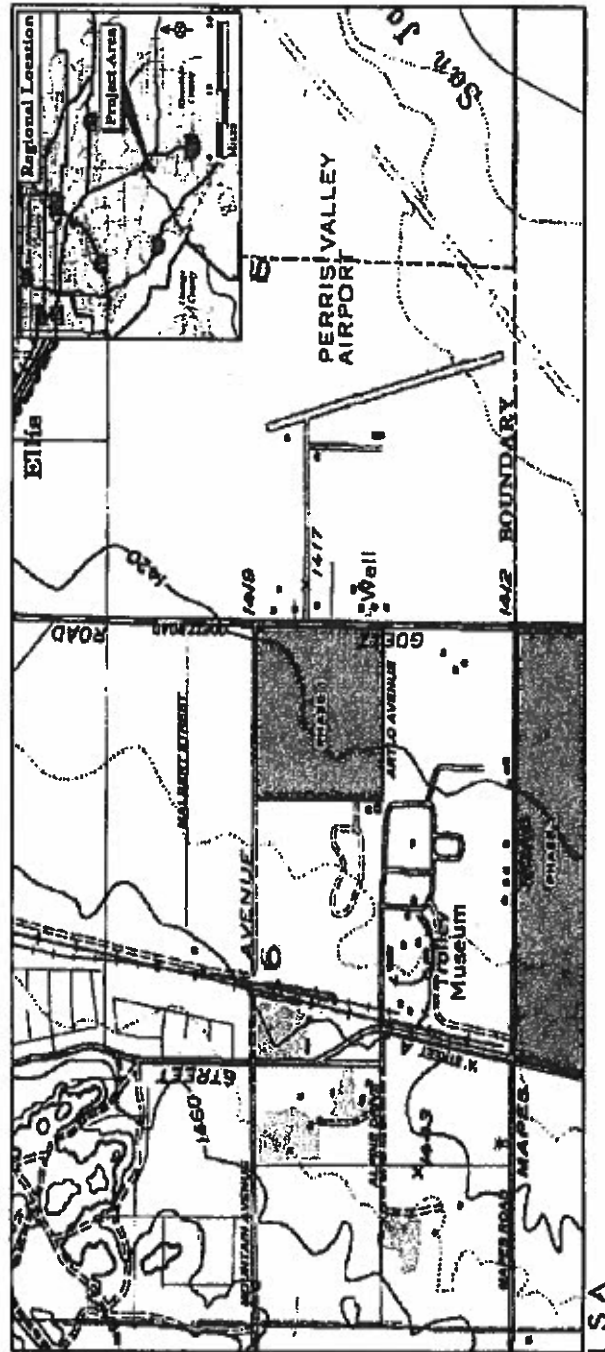
Finance Director *ED*

- Attachments:
1. Site Map
 2. Assignment and Assumption Agreement (Phase I) by and between GM Gabrych Family Limited Partnership and Prologis-Exchange CA 2002 LLC
 3. Certificate of Compliance – Development Agreement (Phase 1 – FR/CAL GOETZ, LLC)

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

ATTACHMENT 1

Site Map



0 500 1,000
 Feet
 SOURCE: USGS 7.5' Quads, Perris, Riverside (1978), CA, Thomas Bros. (2007)
 1:80,000 Topographic Map Series, 1:80,000, 1:80,000 (2007)

■ PROJECT SITES

South Perris Industrial
 Phase 1 Project Location

ATTACHMENT 2

Assignment and Assumption Agreement (Phase I) by and between GM Gabrych
Family Limited Partnership and Prologis-Exchange CA 2002 LLC

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

City of Perris

AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:

City of Perris

Space above this line for recorder's use only

Assignment and Assumption Agreement – GM Gabrych Family Limited Partnership and Prologis-Exchange
CA 2002 LLC (Phase I)

Title of Document

TRA: _____

DTT: _____

Exemption reason declared pursuant to Government Code 27388.1

- This document is a transfer that is subject to the imposition of documentary transfer tax.
- This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.
Document reference: _____
- This document is a transfer of real property that is a residential dwelling to an owner-occupier.
- This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
Document reference: _____

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

ACR 238 (Rev. 01/2018) Available in Alternate Formats

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:

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

Space Above This Line for Recorder's Use
(Exempt from Recording Fee per Gov't Code § 6103)

ASSIGNMENT AND ASSUMPTION AGREEMENT
(PHASE I)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (PHASE I) (this "Assignment") is made and entered into as of December 29, 2020 ("Effective Date"), by and between GM GABRYCH FAMILY LIMITED PARTNERSHIP, a California limited partnership (the "Developer" or "Assignor") and PROLOGIS-EXCHANGE CA 2002 LLC, a Delaware limited liability company ("Assignee"), with reference to the following Recitals.

RECITALS

- A. Assignor owns the approximately thirty-eight (38) acre parcel of real property ("Site") located at the SW corner of Mountain Avenue and Goetz Road (commonly known as APN 330-070-008), which is within the City of Perris, County of Riverside, State of California. The Site is legally described in Exhibit "A" attached hereto.
- B. Assignor's predecessor, FR/CAL GOETZ, LLC, as "Original Developer," and the City of Perris, a California municipal corporation ("City"), entered into that certain Development Agreement dated September 30, 2011 (the "Development Agreement"). The Development Agreement is recorded as instrument 2014-0092054 in Riverside County Official Records.
- C. Original Developer and Assignor executed that certain Assignment and Assumption Agreement (Phase I) ("Prior Assignment") dated February 14, 2017, pursuant to which Original Developer assigned, and Assignor assumed, certain rights and obligations under the Development Agreement with respect to the Site and Phase I as described with more particularity in the Prior Assignment. The Prior Assignment was recorded on February 27, 2017 as Document # 2017-0080821 in the Riverside County Official Records.
- D. Capitalized terms not defined herein shall have the same meaning as set forth in the Development Agreement.
- E. Concurrently with the Effective Date of this Assignment, Assignor shall have conveyed to Assignee the Site.

F. In accordance with Section 2.3 of the Development Agreement, Assignor now desires to assign all of its obligations and its right, title, and interest in and to the Development Agreement as it relates to the Site, and Assignee desires to accept such assignment on, and subject to, the terms and conditions set forth in this Assignment.

G. The City of Perris desires to consent to same assignment and assumption and to release Developer as provided by its signature below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Assignment.** From and after the Effective Date of this Assignment, Assignor hereby assigns, conveys, transfers and delivers to Assignee all of Assignor's right, title, interest, and obligation in, to and under the Development Agreement as such rights, title, interest and obligation apply to the Site, and Assignee hereby accepts such assignment and agrees to assume performance of all terms, covenants, obligations and conditions occurring or arising under the Development Agreement (with respect to the Site) from and after the Effective Date.

2. **Assumption of Obligations.** By acceptance of this Assignment, Assignee hereby agrees to assume all of Assignor's right, title, interest and obligation in, to and under the Development Agreement to the extent rights, title, interest and obligation apply to the Site, and Assignee agrees to timely discharge, perform or cause to be performed and to be bound by all of the liabilities, duties and obligations imposed in connection with the Development Agreement as such rights, title, interest and obligation apply to the Site, from and after the Effective Date to the same extent as if Assignee had been the original party thereto.

3. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.

5. **Further Assurances.** The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Assignment.

6. **Authority of Signatories to Bind Principals.** The persons executing this Assignment on behalf of their respective principals represent that (i) they have been authorized to do so and that they thereby bind the principals to the terms and conditions of this Assignment and (ii) their respective principals are properly and duly organized and existing under the laws of, and permitted to do business in, the State of California.

7. **Interpretation.** The paragraph headings of this Assignment are for reference and convenience only and are not part of this Assignment. They have no effect upon the construction or interpretation of any part hereof. The provisions of this Assignment shall be construed in a reasonable

manner to effect the purposes of the parties and of this Assignment.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement (Phase I) has been executed by the parties as of the date set forth above.

“Assignor”

GM GABRYCH FAMILY LIMITED PARTNERSHIP, a California limited partnership

By: _____
Name: _____
Title: _____

“Assignee”

PROLOGIS-EXCHANGE CA 2002 LLC, a Delaware limited liability company

By: CDECRE, LLC
a Delaware limited liability company
its sole member

By: _____
Name: _____
Title: _____

[City consent on following page]

CONSENT

The City of Perris, a California municipal corporation, hereby consents to this Assignment for purposes of Section 2.3 of the Development Agreement of Developer's obligations and responsibilities under the Development Agreement to the extent such obligations and responsibilities relate to the Site, as provided in Section 2 of this Assignment.

CITY OF PERRIS, a municipal corporation

By: _____
Michael M. Vargas
Mayor, City of Perris

ATTEST:

By: _____
Nancy Salazar, City Clerk
July L. Haughney, Assistant City Clerk for Nancy Salazar

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 _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Seal)

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 _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Seal)

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 _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Seal)

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 _____)
) §
County of _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Seal)

EXHIBIT A

REAL PROPERTY IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM ANY PORTIONS IN GOETZ ROAD AND MOUNTAIN AVENUE.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF PERRIS BY GRANT DEED RECORDED MARCH 3, 1988 AS INSTRUMENT NO. 88-56389 OF OFFICIAL RECORDS.

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 17, PAGE 93 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY.

FOR CONVEYANCING PURPOSES ONLY: APN: 330-070-008

ATTACHMENT 3

Certificate of Compliance-Development Agreement (Phase 1-FR/CAL GOETZ, LLC)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Perris
101 North "D" Street
Perris, California 92570
Attention: City Clerk

APN: 330-070-008

SPACE ABOVE FOR RECORDER'S USE ONLY
Exempt from filing/recording fees per Govt. Code §27383

**Certificate of Agreement Compliance
Development Agreement
(Phase 1 – FR/CAL GOETZ, LLC.)**

1. FR/CAL GOETZ, LLC, as "Original Developer," and the City of Perris, a California municipal corporation ("City"), entered into that certain Development Agreement dated September 30, 2011 (the "Development Agreement"). The Development Agreement is recorded as instrument 2014-0092054 in Riverside County Official Records.

2. The Original Developer assigned certain rights and obligations under the Development Agreement to GM GABRYCH FAMILY LIMITED PARTNERSHIP ("Current Developer") pursuant to an Assignment and Assumption Agreement ("Assignment") recorded on February 27, 2017 as Document # 2017-0080821 in the Riverside County Official Records.

3. Pursuant to Section 4.4 of the Development Agreement, the Current Developer has requested that the City issue this Certificate of Agreement Compliance stating that the Development Agreement remains in effect, the Original Developer was in compliance with the Development Agreement at the time of the assignment to Current Developer and the Current Developer is in compliance with the Development Agreement.

4. Following a review by the City Council on January 12, 2021, the City hereby certifies that, based on the information known or made known to the City Manager and City Council, the Development Agreement remains in effect, the Original Developer was in compliance with the Development Agreement at the time of assignment to Current Developer and the Current Developer is in compliance with the Development Agreement.

5. As of the date hereof, the following obligations under the Development Agreement with respect to the Site described in the Assignment have been satisfied: None.

CITY OF PERRIS

ATTEST:

Clara Miramontes, City Manager

Nancy Salazar, City Clerk

EXHIBIT A

REAL PROPERTY IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM ANY PORTIONS IN GOETZ ROAD AND MOUNTAIN AVENUE.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF PERRIS BY GRANT DEED RECORDED MARCH 3, 1988 AS INSTRUMENT NO. 88-56389 OF OFFICIAL RECORDS.

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 17, PAGE 93 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY.

FOR CONVEYANCING PURPOSES ONLY: APN: 330-070-008



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Employment Agreement with Interim City Manager

REQUESTED ACTION: That the City Council approve and authorize the Mayor to execute the Employment Agreement

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

On November 10, 2020, the City Council voted to appoint Assistant City Manager Clara Miramontes as Interim City Manager upon the retirement of City Manager Richard Belmudez. The attached Employment Agreement provides for compensation, benefits, severance, and terms of employment of the Interim City Manager.

BUDGET (or FISCAL) IMPACT: The City will employ the Interim City Manager under the terms and conditions of the Employment Agreement. City Manager salary and benefits are included in the existing budget.

Prepared by:

REVIEWED BY:

City Attorney X

Assistant City Manager cm

Finance Director ER

Attachments: Employment Agreement

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

ATTACHMENT 1

Employment Agreement

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Interim City Manager Employment Agreement (“Agreement”) is made and entered into this day of January 12, 2021 by and between the CITY OF PERRIS, a municipal corporation (the “CITY”), and CLARA MIRAMONTES (the “INTERIM MANAGER”).

A. Recitals.

1. CITY is in need of an Interim City Manager to fill in during the time between the last day of the recently retired City Manager's employment and the date on which a permanent City Manager is appointed. Clara Miramontes has been serving as Assistant City Manager.

2. The City Council of CITY (the “COUNCIL”) desires to retain the services of Clara Miramontes as Interim City Manager, as that office is created in Chapter 2.08 of Title 2 of the Perris Municipal Code, as the same may be amended from time to time, and any successor provisions thereto, and to retain her services as Executive Director of all other agencies of the CITY.

3. It is the desire of the COUNCIL to provide certain benefits, establish certain conditions of employment, and set certain working conditions of INTERIM MANAGER, and it is the desire of the INTERIM MANAGER to secure employment as Interim City Manager of CITY.

B. Agreement.

NOW, THEREFORE, in consideration of mutual promises, covenants, and

conditions herein contained, the parties agree as follows:

1. Duties.

A. CITY hereby appoints and employs Clara Miramontes as Interim City Manager of the CITY to perform the functions and duties specified in Chapter 2.08 of Title 2 of the Perris Municipal Code, as the same may be amended from time to time, and any successor provisions thereto, and to perform other legally permissible and proper duties and functions consistent with the office of City Manager, as the COUNCIL shall from time to time assign, including, but not limited to, the duties of Executive Director of other subsidiary entities of CITY.

B. The parties understand that INTERIM MANAGER shall devote a portion of her professional efforts provided for herein in the capacity of Executive Director of other subsidiary entities of CITY. In accordance with current procedures, INTERIM MANAGER shall account for her time expended on behalf of said entities per the customary practice now utilized by CITY's employees so that CITY may be reimbursed by said entities for the provision of INTERIM MANAGER's services.

C. INTERIM MANAGER shall be the administrative head of the government of the CITY under the direction and control of COUNCIL. INTERIM MANAGER shall be responsible for the efficient administration of the CITY matters which are under her control. In addition to her general powers as administrative head, and not as a limitation thereof, INTERIM MANAGER shall have the powers and duties set forth in Section 2.08.060 of the Perris Municipal Code.

D. COUNCIL shall not interfere with the execution by INTERIM MANAGER of INTERIM MANAGER's powers and duties. Except for the purpose of

inquiry, COUNCIL and its members shall deal with the administrative service only through INTERIM MANAGER, and neither COUNCIL nor any of its members shall give orders to any subordinate of INTERIM MANAGER, either publicly or privately. INTERIM MANAGER shall take her orders and instructions from COUNCIL only when it is sitting in a lawfully held meeting.

2. Term.

A. The term of this Agreement shall be from January 1, 2021 (the “Commencement Date”) until termination by either party in accordance with the provisions set forth in Section 3 hereof. During the term of this Agreement, INTERIM MANAGER shall be a full-time City Manager. The term “full-time” shall not be construed to prohibit occasional writing, teaching, or consulting performed on INTERIM MANAGER’s time off, so long as the COUNCIL is advised of and approves such additional activities of INTERIM MANAGER in advance in writing.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of INTERIM MANAGER to resign at any time from her position with the CITY. INTERIM MANAGER shall give thirty (30) days written notice to CITY prior to the effective date of resignation.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of COUNCIL to terminate the services of INTERIM MANAGER at any time, at the sole discretion of COUNCIL, in accordance with Section 3.

3. Term of Agreement.

A. The parties recognize and acknowledge that this Agreement is temporary employment for an interim period until such time that the COUNCIL appoints

a permanent City Manager. INTERIM MANAGER is eligible to be considered for the permanent appointment. In the event INTERIM MANAGER resigns from the position or the COUNCIL terminates her services, Ms. Miramontes shall revert back to her prior position as Assistant City Manager, with all the benefits therein prior to the appointment of the Interim City Manager. The COUNCIL shall provide a minimum fifteen (15) day notice of services no longer necessary upon the appointment of a permanent City Manager.

4. Salary.

CITY agrees to compensate INTERIM MANAGER for services rendered pursuant hereto, including services as Executive Director, and related duties as provided herein, beginning with an annual base salary of two-hundred thirty-two thousand, six-hundred three dollars (\$232,603.00) per year, from the Commencement Date and payable in the same manner and at the same time as other employees of the CITY are paid. INTERIM MANAGER shall be considered annually for compensation increases in the COUNCIL's sole and absolute discretion.

5. Management Benefit Package.

Except as otherwise provided herein, INTERIM MANAGER shall be granted the same package of benefits (including any increase therein) as provided to CITY's Management employees and those benefits outlined in the City of Perris Amended Schedule of Salary and Benefits – Management Employees, including group health, vision, dental, and related insurance programs (family coverage). All such benefits, and the benefits described hereunder shall be deemed "fringe benefits" herein. This includes the CITY's continued participation and contributions to the Public Employees Retirement

System (“PERS”). CITY shall, additionally, from the Commencement Date: (i) provide INTERIM MANAGER with a term life insurance policy equal to two (2) years’ salary, (ii) provide INTERIM MANAGER with a cellular telephone for business use plus minor personal use, (iii) pay INTERIM MANAGER’s share of contributions to Social Security, PERS, and Medicare; and (iv) match INTERIM MANAGER’s contribution to the deferred compensation programs (as selected by INTERIM MANAGER, e.g., 457 or IRA) up to the maximum legal limits on contributions.

6. Automobile.

CITY agrees to provide an automobile for INTERIM MANAGER for unlimited use by INTERIM MANAGER for transportation to and from her place of residence to work in Perris, for CITY business and related travel, and all other purposes, whether business or otherwise. In such case, CITY shall provide for all insurance and maintenance of said vehicle, and for gasoline used in the performance of CITY business and related travel only.

7. Memberships and Subscriptions.

A. INTERIM MANAGER agrees to actively participate in such state, regional and local organizations as necessary for the representation of CITY and AGENCY and for effective performance of her duties.

B. CITY agrees to budget and pay professional dues and subscriptions on behalf of INTERIM MANAGER which are reasonably necessary for INTERIM MANAGER’s continued participation in national, regional, state or local associations and organizations necessary and desirable for INTERIM MANAGER’s continued professional participation, growth, and advancement or for the good of CITY AND

AGENCY, including the International City Management, League of California Cities and the Contract/Independent Cities Associations. Furthermore, CITY shall budget and pay for the professional dues and subscriptions to such additional organizations as approved by COUNCIL.

C. CITY agrees to budget and pay the travel and subsistence expenses of INTERIM MANAGER for official travel, meetings, and occasions reasonably adequate to continue the professional development of INTERIM MANAGER as City Manager and to reasonably pursue necessary official and other functions for CITY and AGENCY, including, but not limited to, the annual conference of the International City Management, the League of California Cities, the Contract/Independent Cities Associations and other such national, regional, state and local government groups and committees of which INTERIM MANAGER serves as a member, as approved by COUNCIL.

8. Sick Leave, Holidays, Vacation, Leave Without Pay, Bereavement Leave and Administrative Leave.

INTERIM MANAGER shall be entitled to accrue, and have credited to her personal account, administrative and sick leave at the same rate as Management employees of the CITY. INTERIM MANAGER's vacation leave shall accrue and be credited from the Commencement Date at the rate equivalent to that of an employee in CITY's bargaining unit (i.e., Teamsters) with twenty-four (24) full years of civil service (i.e., currently at hours per month). INTERIM MANAGER shall also be entitled to holidays, Leave Without Pay and Bereavement Leave on the same basis as Management employees of CITY as provided in Section 6 hereof.

9. Hours of Work.

It is recognized that the INTERIM MANAGER is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the CITY. The INTERIM MANAGER acknowledges that proper performance of the duties of the City Manager will require the INTERIM MANAGER to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. However, the CITY intends that reasonable time off be permitted the INTERIM MANAGER, such as is customary for exempt employees so long as the time off does not interfere with normal business.

10. Performance Evaluation.

COUNCIL and INTERIM MANAGER shall mutually define such goals and performance objectives which they determine necessary for the proper operation of CITY and AGENCY in the attainment of COUNCIL's policy objectives. Further, COUNCIL and INTERIM MANAGER shall establish a relative priority among those various goals and objectives to be reduced to writing with a mutual expectation of INTERIM MANAGER's achievement of those goals and objectives within a mutually agreed upon time frame. COUNCIL shall review and evaluate the performance of INTERIM MANAGER. This review and evaluation shall be in accordance with specific criteria developed jointly by COUNCIL and INTERIM MANAGER. Such criteria may be added to or deleted as COUNCIL may from time to time determine in consultation with INTERIM MANAGER.

11. Indemnification.

CITY shall defend, hold harmless and indemnify INTERIM MANAGER against any tort, professional liability claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of INTERIM MANAGER's duties in accordance with the provisions of California Government Code § 825. CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom. This covenant shall survive the termination of this Agreement unless the employment of INTERIM MANAGER is terminated with cause.

12. Bonding.

CITY shall bear the full cost of any fidelity or other bonds required of INTERIM MANAGER under any law or ordinance.

13. Expenses.

INTERIM MANAGER shall be reimbursed, or CITY may pay directly, for business, travel and related expenses incurred by INTERIM MANAGER in accordance with CITY expense policies.

14. Other Terms and Conditions of Employment.

A. COUNCIL, in consultation with INTERIM MANAGER, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of INTERIM MANAGER, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Perris Municipal Code, any ordinance or resolution of the CITY, or other applicable law.

B. Working conditions, rules and regulations applicable to Management employees of CITY, as such rules now exist or hereinafter may be amended, shall also apply to INTERIM MANAGER, except where such working conditions are contained within this Agreement or are inconsistent with the terms contained herein.

15. No Reduction of Benefits.

CITY shall not at any time during the term of this Agreement reduce the base salary, compensation, or any other financial benefits of INTERIM MANAGER, except as may generally be applied to CITY's Management employees.

16. Notices.

Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To CITY:

City Clerk
City of Perris
101 North "D" Street
Perris, California 92570

To INTERIM MANAGER:

Clara Miramontes
[On file with City's
Human Resources
Department]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

17. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of INTERIM MANAGER.

C. This Agreement shall become effective upon execution.

D. If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

E. In the event of any legal action between the parties hereto to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and costs as fixed by the Court.

[End – Signature Page Follows.]

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and duly executed on its behalf by its Mayor, and duly attested by its City Clerk, and INTERIM MANAGER has signed and executed this Agreement the day and year first above written.

“CITY”

By: _____
Michael M. Vargas, Mayor

ATTEST:

By: _____
Nancy Salazar, City Clerk

“INTERIM MANAGER”

By: _____
Clara Miramontes, Interim City Manager

Approved as to form:

ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Inspection and Maintenance Agreement for the Interim Placentia Avenue Basins and Storm Drains

REQUESTED ACTIONS: Approve the Inspection and Maintenance Agreement between the City of Perris, Riverside County Flood Control and Water Conservation District and Riverside County Transportation Commission as to form; Authorize the City Manager to execute the agreement

CONTACT: Stuart E. McKibbin, City Engineer

BACKGROUND/DISCUSSION:

The City of Perris, Riverside County Transportation Commission (RCTC) and Riverside County Flood Control and Water Conservation District (District) have been working together on the construction of the Interchange at the intersection of Interstate 215 and Placentia Avenue. As part of the project two detention basins of 4.91 and 10.44 acres, along with associated storm drain facilities are to be constructed by RCTC. The District will maintain these basins, facilities, and their outlets. The basins and facilities will benefit the City by providing flood protection to the properties on Placentia Avenue until the ultimate flood control facility is built, and therefore the City will grant the District and RCTC the right to enter property owned or controlled by the City.

This Agreement will establish the respective roles of the City, District and RCTC in regards to the operation and maintenance responsibilities for the detention basins and storm drain facilities until the ultimate Perris Valley MDP Line H is built.

The attached agreement is modeled after Riverside County Flood Control and Water Conservation District cooperative agreements previously approved by the City. The agreement is attached, and minor text changes to the draft and exhibits will likely be required following final review by the City Engineer's office. If the City Council approves the agreement, the City Attorney's office will incorporate any minor changes and finalize the agreement for execution. If any substantive changes are required, the agreement will be brought back to the City Council for further consideration.

Staff recommends Council approve the attached Inspection and Maintenance agreement between the City of Perris, Riverside County Transportation Commission and Riverside County Flood Control and Water Conservation District as to form, and authorize the City Manager to execute the agreement.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact at this time.

Prepared by: Cassandra Sanchez, Assistant Principal Engineer

REVIEWED BY:

City Attorney _____ Assistant City Manager CS Finance Director ER

Attachment:

1. Vicinity Map
2. Agreement between RCFC&WCD, RCTC and City of Perris

Consent: Yes

Public Hearing:

Business Item:

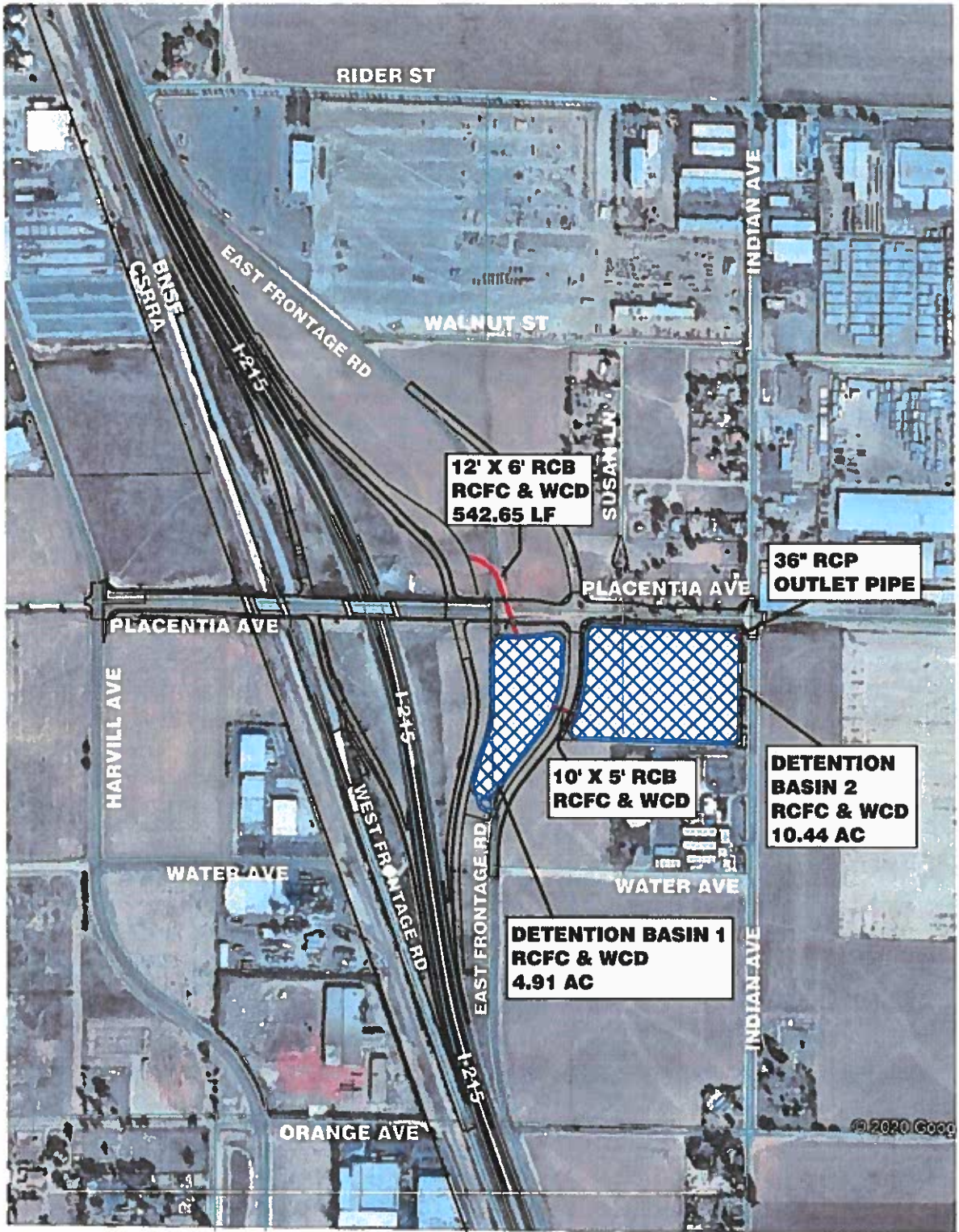
Presentation:

Other:

Attachment #1

Vicinity Map

I-215 / PLACENTIA AVENUE INTERCHANGE PROJECT VICINITY MAP



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
DATE: 11/24/20

LEGEND:

-  DETENTION BASIN
-  DRAINAGE CULVERTS



Attachment #2

**Agreement between Riverside County Flood Control and Water Conservation
District, Riverside County Transportation Commission and the City of Perris
Interim Placentia Avenue Basins and Storm Drains**

Project No. 4-0-00546

Miscellaneous No. 181

**AGREEMENT BETWEEN
 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
 RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE CITY OF PERRIS
 Interim Placentia Avenue Basins and Storm Drains
 Project No. 4-0-00546
 Miscellaneous No. 181**

This Inspection and Maintenance Agreement ("Agreement"), executed in triplicate this _____ day of _____, 2020 by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the Riverside County Transportation Commission, a public agency existing under the authority of the laws of the State of California (hereinafter referred to as "COMMISSION"), and the City of Perris, a municipal corporation ("CITY"), WITNESSETH:

RECITALS

A. COMMISSION is the owner of certain real property situated in the County of Riverside, California, for the purpose of constructing an interchange at the intersection of Interstate 215 and Placentia Avenue, bridge widening, drainage facilities and other related improvements; and

B. COMMISSION intends to construct the following interim drainage improvements within its right-of-way and other publicly held rights-of-way, on the south side of Placentia Avenue between the northbound I-215 exit ramp and Indian Avenue located in the City of Perris, as shown in concept on Exhibit A, attached hereto and by this reference incorporated herein:

- i. Approximately 543 lineal feet of 12'x6' reinforced concrete box, including its associated riprap outlet structures and 167 lineal feet of 10'x5' reinforced concrete box and inlets, including its associated riprap outlet structures ("BOXES");
- ii. Two detention basins of 4.91 acres and 10.44 acres ("BASINS");
- iii. Approximately 110 linear feet of 36 inch underground storm drain system and inlets ("STORM DRAIN") and an associated orifice plate for measuring flow rates ("ORIFICE"). Altogether, BOXES,

BASINS, STORM DRAIN and ORIFICE are hereinafter, referred to as the "BASINS & FACILITIES"; and

C. DISTRICT has an adopted Master Drainage Plan (MDP) for the Perris Valley area, more specifically for the proposed Perris Valley MDP Line H and associated drainage facilities ("PERRIS VALLEY FACILITIES"). The proposed PERRIS VALLEY FACILITIES are part of a regional study and entire reach will be constructed by others for the ultimate development of the area; and

D. BASINS & FACILITIES function is to provide flood protection to the properties on the south side of Placentia Avenue, in the interim, until PERRIS VALLEY FACILITIES are constructed as described in Recital 'C'. and

E. COMMISSION desires DISTRICT to maintain BASINS & FACILITIES within its rights of way; and

F. DISTRICT is willing to inspect, operate and maintain BASINS & FACILITIES within COMMISSION's right of way; and

G. CITY is agreeable to the parties proposed BASINS & FACILITIES and associated arrangements but solely upon the terms and conditions hereinafter set forth; and

H. This Agreement relates to that portion of COMMISSION's property where BASINS & FACILITIES will be constructed by COMMISSION as part of the State Highway Construction Plans. The maintenance of BASINS & FACILITIES are depicted on Caltrans Highway Plans, Project ID No. 0817000014, Sheets DD-26 through DD-32; and

I. DISTRICT, COMMISSION and CITY desire to enter into this Agreement to establish their respective roles and responsibilities concerning COMMISSION's property and operation and maintenance responsibilities for BASINS & FACILITIES; and

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

AGREEMENT

I. DISTRICT RIGHTS AND RESPONSIBILITIES.

DISTRICT shall:

1. Review and comment on (without approval authority) the plans and specifications for BASINS & FACILITIES prior to COMMISSION commencing construction.
2. Access COMMISSION's property solely for the inspection, operation and maintenance, and repair of BASINS & FACILITIES and shall not use it for any other purpose whatsoever. No change shall be made by DISTRICT in the use of COMMISSION's property without COMMISSION's prior written approval.
3. Inspect BASINS & FACILITIES construction to verify COMMISSION's compliance with the plans and the terms of this Agreement and pay all costs associated therewith. DISTRICT shall provide any comments to COMMISSION's designated project construction inspector, who shall be solely responsible for all communications with COMMISSION's construction contractor(s).
4. Upon receipt of COMMISSION's written notice that BASINS & FACILITIES construction are substantially complete, conduct a final inspection of BASINS & FACILITIES.
5. Notify COMMISSION of any use or condition of BASINS & FACILITIES that are not in conformity with this Agreement or encroaches upon or substantially impairs DISTRICT's ability to maintain and operate BASINS & FACILITIES. DISTRICT shall give COMMISSION thirty (30) days from and after such notice to correct any such nonconforming use or condition.
6. Assume no responsibility, obligation or liability whatsoever, for COMMISSION's design and construction of BASINS & FACILITIES.
7. Accept sole responsibility for the operation and maintenance of BASINS & FACILITIES, at its sole cost and expense, upon (i) DISTRICT inspection of BASINS & FACILITIES in accordance with Section II.12., (ii) DISTRICT receipt of COMMISSION's recorded Notice of Completion as set forth in Section II.13, (iii) DISTRICT acceptance of BASINS & FACILITIES construction as being complete, (iii) DISTRICT receipt of all necessary licenses, permits, including regulatory permits for the operation and maintenance of BASINS & FACILITIES, and (iv) DISTRICT's reasonable determination that BASINS & FACILITIES are

in a satisfactory condition.

8. Indemnify, defend, save and hold harmless COMMISSION (including its officers, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, resulting in any manner from the access to, and its operation and maintenance activities of BASINS & FACILITIES, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

DISTRICT's obligation hereunder shall be satisfied when DISTRICT has provided to COMMISSION and COMMISSION's construction contractor the appropriate form of dismissal relieving COMMISSION and COMMISSION 's construction contractor from any liability for the action or claim involved.

9. Waive any claim against COMMISSION for damages to BASINS & FACILITIES resulting from COMMISSION's use of COMMISSION's property, including any natural calamity, act of God, or any cause or conditions beyond the control of COMMISSION, save and except damages resulting from COMMISSION's active negligence or willful misconduct.

II. COMMISSION RIGHTS AND RESPONSIBILITIES.

COMMISSION shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT

2. Submit BASINS & FACILITIES plans to DISTRICT (Attention: Plan Check Section) for review and comment as provided in Section I.1.

3. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry, including regulatory permits as may be needed for DISTRICT's inspection, operation and maintenance of BASINS & FACILITIES.

4. Grant DISTRICT, by execution of this Agreement, all rights necessary to inspect, operate and maintain and repair BASINS & FACILITIES within COMMISSION rights of way or easements, as set forth herein.

5. Advertise, award and administer a public works construction contract for BASINS & FACILITIES at its sole cost and expense.

6. Provide DISTRICT with written notice (Attention: Construction Management Section) that COMMISSION has awarded a public works construction contract for BASINS & FACILITIES.

7. Prior to commencing BASINS & FACILITIES construction, schedule and conduct a pre-construction meeting between DISTRICT, and other affected entities. COMMISSION shall notify DISTRICT (Attention: Plan Check Section) at least twenty (20) days prior to conducting the pre-construction meeting.

8. Pursuant to a COMMISSION administered construction contract, construct or cause to be constructed, BASINS & FACILITIES at its sole cost and expense.

9. Inspect or cause to be inspected, construction of BASINS & FACILITIES, and pay all costs associated therewith.

10. Not construct any improvements in a manner that would compromise access, maintenance and hydraulics of BASIN & FACILITIES, or comprise function as a regional facility in conjunction with future PERRIS VALLEY FACILITIES.

11. Assume sole responsibility for the design and construction of BASINS & FACILITIES.

12. Within two (2) weeks of completing BASINS & FACILITIES construction, provide DISTRICT with written notice (Attention: Construction Management Section) that BASINS & FACILITIES construction is substantially complete and requesting that DISTRICT conduct a final inspection of BASINS & FACILITIES.

13. Upon completion of BASINS & FACILITIES construction, provide DISTRICT with a copy of COMMISSION's Notice of Completion and final record drawings. Deliver of the Notice of Completion and final record drawings to DISTRICT shall effect the transfer of BASINS & FACILITIES from COMMISSION to DISTRICT without the need for any further action on the part of DISTRICT or COMMISSION ("Transfer Date").

14. Indemnify and hold harmless DISTRICT, County of Riverside and its directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors (collectively "INDEMNIFIED PARTIES") and pay in full all losses, damages, or expenses that DISTRICT may sustain, incur or become liable for, resulting in any manner from the design or construction of BASINS & FACILITIES, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, or (d) taxes or assessments of any kind. It is the intention of the parties that DISTRICT's right to indemnity hereunder shall be valid and enforceable against COMMISSION regardless of negligence (whether active or passive) on the part of INDEMNIFIED PARTIES, unless such injury is a result of the sole negligence of INDEMNIFIED PARTIES.

15. Waive any claim against DISTRICT for damages to BASINS & FACILITIES resulting from DISTRICT's customary operation and maintenance activities performed within COMMISSION's right of way or its appurtenant works, including any natural calamity, act of God or any cause or conditions beyond the control of DISTRICT, save and except damages resulting from DISTRICT's active negligence or willful misconduct.

16. Remove within a reasonable time specified by DISTRICT, upon written request by DISTRICT's General Manager-Chief Engineer, any improvements and/or equipment not previously approved by DISTRICT or cease use within the specified time frame where COMMISSION has installed any such improvements and/or equipment or COMMISSION has used or allowed use of right of way in a manner which, in the sole and reasonable opinion of DISTRICT's General Manager-Chief Engineer, would be detrimental to the operation and maintenance of BASINS & FACILITIES.

17. Inspect COMMISSION's property and BASINS & FACILITIES so as to monitor compliance with this Agreement. If, in COMMISSION's sole judgment, any installation on, or use or condition of COMMISSION's property may have an adverse effect on its property, adjacent property (whether or not owned by COMMISSION) or COMMISSION's operations, COMMISSION shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about COMMISSION's property and BASINS & FACILITIES, as it determines to be necessary or useful to evaluate the condition of COMMISSION's property and BASINS & FACILITIES. DISTRICT shall cooperate with COMMISSION in any tests or inspections deemed necessary by COMMISSION.

III. CITY RIGHTS AND RESPONSIBILITIES

1. Grant COMMISSION, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to, and for the construction of its project, provided that such entry by COMMISSION shall be on mutually agreeable date and time and during CITY's regular hours of operation. COMMISSION shall comply with all CITY regulations and procedures relating to the project, including, but not limited to, those regulations relating to conduct.

2. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to, performing inspection service for, and the operation and maintenance of BASINS & FACILITIES, provided that such entry by DISTRICT shall be on mutually agreeable date and time and during CITY's regular hours of operation. DISTRICT shall comply with all CITY regulations and procedures relating to BASINS & FACILITIES, including, but not limited to, those regulations relating to conduct.

IV. MUTUAL RIGHTS AND RESPONSIBILITIES.

It is further mutually agreed:

1. DISTRICT shall use COMMISSION's property solely for the inspection, operation, maintenance and repair of BASINS & FACILITIES and shall not use it for any other purpose whatsoever. DISTRICT use of COMMISSION's property will not at any time be a

source of danger to or interference with any other activities on COMMISSION's property. Any repair and maintenance work shall be done to DISTRICT's standards. DISTRICT shall provide COMMISSION with thirty (30) days written notice and shall acquire all necessary approvals from COMMISSION prior to DISTRICT's commencement of any such repair or maintenance work. If, at any time, DISTRICT shall, in the judgment of COMMISSION, fail to perform properly its obligations under this section, COMMISSION may, at its option, perform such work itself as it deems necessary on COMMISSION's property, at its sole cost and expense. No change shall be made by DISTRICT in the use of COMMISSION's property without COMMISSION's prior written approval.

2. DISTRICT reserves the right to terminate this Agreement without cause upon sixty (60) days advance written notice to COMMISSION. DISTRICT also reserves the right to terminate this Agreement, without any liability, upon DISTRICT's determination that COMMISSION has made any modifications/improvements on COMMISSION's property for its own use, including any additional connections to BASINS & FACILITIES without obtaining approval from DISTRICT or COMMISSION use of COMMISSION's property (i) adversely impacts the function of BASINS & FACILITIES, and (ii) is not compatible with or unreasonably impedes DISTRICT's ability to perform all necessary operation and maintenance activities for BASINS & FACILITIES.

3. DISTRICT covenants that it will not handle or transport Hazardous Materials for the operation and maintenance of BASINS & FACILITIES or on COMMISSION's property. As used in this license, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. As used in this preceding sentence, "Environmental Law" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to DISTRICT or COMMISSION's property. In the event BASINS & FACILITIES or COMMISSION's property is now or in the future used in the handling or transporting of

Hazardous Materials, DISTRICT agrees fully to comply with all applicable federal, state and local laws, rules, regulations, orders, decisions and ordinances (hereinafter referred to as "Hazardous Materials Standards") concerning Hazardous Materials. DISTRICT further agrees that at COMMISSION's request it will furnish COMMISSION with proof, satisfactory to COMMISSION, that DISTRICT is in such compliance. Should DISTRICT not comply fully with the above-stated obligations, COMMISSION may, in its sole discretion, terminate this Agreement by serving five (5) days' notice of termination upon DISTRICT. Any waiver by COMMISSION of any breach of DISTRICT's obligation shall not constitute a waiver of the right to terminate this Agreement for any subsequent breach which may occur, or to enforce any other provision of this Agreement.

4. Without limiting or diminishing each party's obligation to indemnify or hold the other harmless as required within this Agreement, DISTRICT and COMMISSION acknowledge that as public agencies each shall maintain insurance or a program of self-insurance that reasonably protects their respective operations. Each party shall maintain and cover the cost of its own programs of insurance or self-insurance.

5. Any waiver by DISTRICT or by COMMISSION of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or COMMISSION to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or COMMISSION from enforcement hereof.

6. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7. This Agreement is to be construed in accordance with the laws of the State of California.

8. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**
1995 Market Street
Riverside, CA 92501
Attn: Plan Check Section

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**
4080 Lemon Street, 3rd Floor
Riverside, CA 92502-2208
Attn: Anne Mayer
Executive Director

CITY OF PERRIS
101 North D Street
Perris, CA 92570
Attn: Public Works Department
Engineering Administration

9. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. Provided that termination occurs prior to Transfer Date, all obligations of DISTRICT as described in Section I hereunder not fully performed as of the termination or cessation of this Agreement in any manner shall survive the termination of this Agreement and shall be transferred to COMMISSION.

11. This Agreement and all of the covenants and conditions hereof shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of COMMISSION and DISTRICT to the same extent and effect as the same are binding upon and insure to the benefit of the parties hereto.

12. The individual(s) executing this Agreement certify(ies) that they have the authority within their respective company(ies) to enter into and execute this Agreement, and have been authorized to do so by all boards of directors, legal counsel, and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

13. This Agreement and the conditions granted herein are personal to DISTRICT. DISTRICT shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges

hereby conveyed, without the prior written consent of COMMISSION, which may be withheld in COMMISSION's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give COMMISSION the right to immediately terminate this Agreement.

14. COMMISSION shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of DISTRICT. In the event of any such transfer or assignment without consent of DISTRICT, COMMISSION expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

15. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only in writing and executed by both parties hereto.

16. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

17. DISTRICT shall not record or permit to be recorded in the official records of the county where COMMISSION's property or BASINS & FACILITIES are located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the conditions granted hereby.

18. The provisions of this Agreement are solely for the benefit of DISTRICT and COMMISSION, and not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

//

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by the Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chairwoman
Board of Supervisors, Riverside County Flood
Control and Water Conservation District

APPROVED AS TO FORM:

ATTEST:

By _____
GREGORY P. PRIAMOS
County Counsel

By _____
KECIA HARPER
Clerk of the Board

By _____
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

Agreement with Riverside County Transportation Commission and the City of Perris
Interim Placentia Avenue Basins and Storm Drains
Project No. 4-0-00546
Miscellaneous No. 181
AMR:blm
11/12/2020

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

By: _____
ANNE E. MAYER
Executive Director

APPROVED AS TO FORM:

By: _____
STEVE DEBAUN
Best Best & Krieger LLP
Counsel to the Riverside County Transportation
Commission

**Agreement with Riverside County Transportation Commission and the City of Perris
Interim Placentia Avenue Basins and Storm Drains
Project No. 4-0-00546
Miscellaneous No. 181
AMR:blm
11/12/2020**

RECOMMENDED FOR APPROVAL:

CITY OF PERRIS

By _____
CLARA MIRAMONTES
Interim City Manager

APPROVAL AS TO FORM:

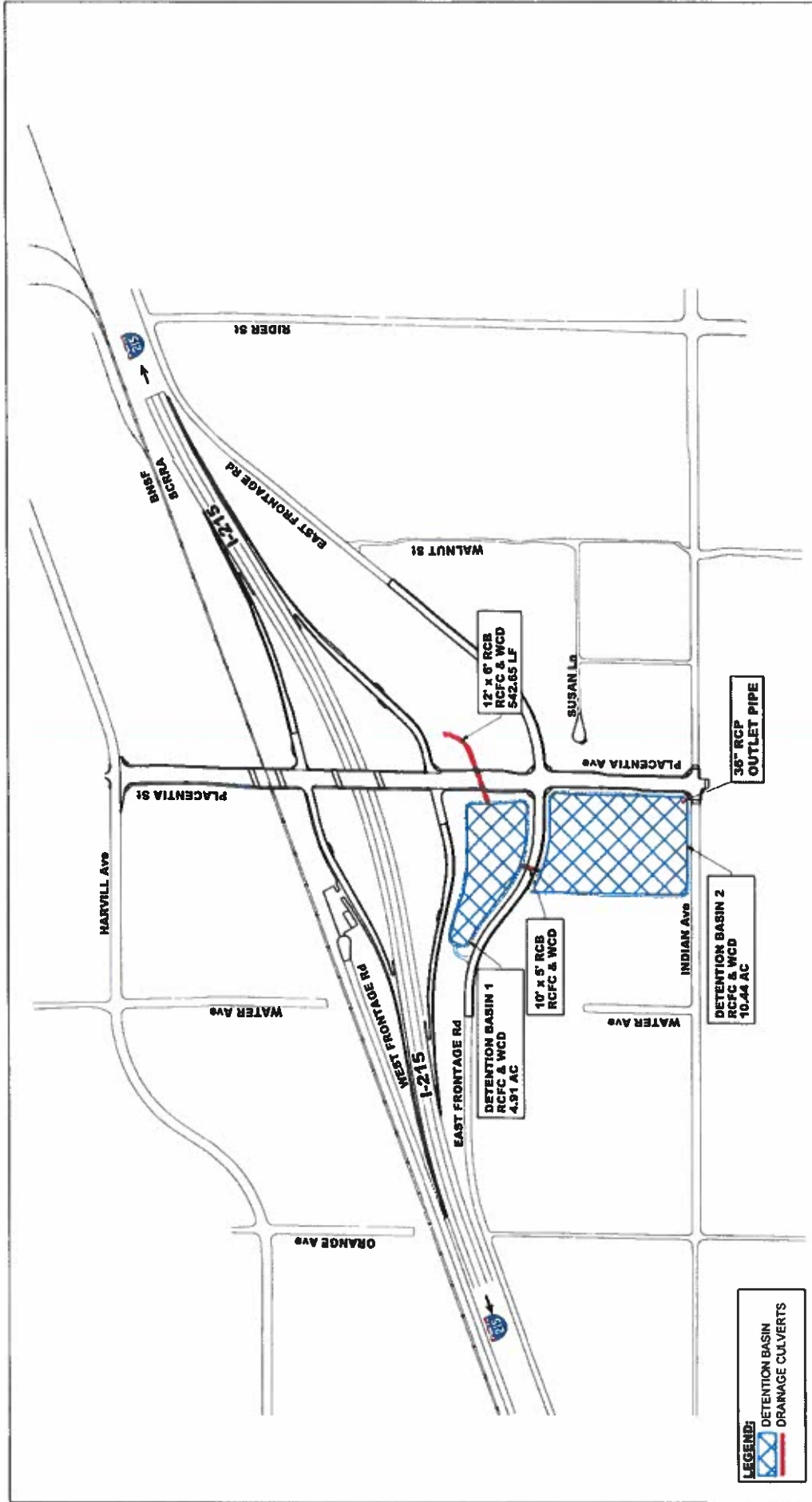
ATTEST:

By _____
ERIC L. DUNN
City Attorney

By _____
NANCY A. SALAZAR
City Clerk

(SEAL)

Agreement with Riverside County Transportation Commission and the City of Perris
Interim Placentia Avenue Basins and Storm Drains
Project No. 4-0-00546
Miscellaneous No. 181
AMR:blm
11/12/2020



I-215 / Placentia Ave Interchange

Location Map

EXHIBIT A



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

8.D.

MEETINGDATE: January 12, 2021

SUBJECT: Master License Agreement for Trails

REQUESTED ACTIONS: Approve the Master License Agreement between the City of Perris and Riverside County Flood Control and Water Conservation District as to form; Authorize the City Manager and City Attorney to execute the agreement

CONTACT: Stuart E. McKibbin, City Engineer

BACKGROUND/DISCUSSION:

The City of Perris and Riverside County Flood Control and Water Conservation District (District) have been working on a joint effort of allowing public trails along the District's facilities, where feasible. Typically as each portion of the trail is constructed a separate license agreement between the City and the District must be executed by their respective Council and Board, using valuable staff time and resources.

On May 11, 2020 the City staff discussed with District the benefits of having a Master License Agreement for the trails along the District's channel access roads within the City. The Master Agreement allows the administrative process of acceptance to occur much faster and consolidates all trail agreements between the City and District into one document.

This Master License Agreement will permit the City to construct, operate, repair, and maintain public use trails, including pedestrian, bicycle, or other public use trails, located along District facilities. In order for a future segment of trail to be covered by the Master License Agreement, a Specific Facility License Exhibit will be developed which merely requires execution by the City Manager and the District's General Manager-Chief Engineer.

The attached agreement is modeled after other District master license agreements. The agreement is attached in draft form, and minor changes to the text and exhibits will likely be required following final review by the City Engineer's office. If the City Council approves the agreement, the City Attorney's office will incorporate any minor changes and finalize the agreement for execution. If any substantive changes are required, the agreement will be brought back to the City Council for further consideration.

Staff recommends Council approve the attached Master License agreement between the City of Perris, and Riverside County Flood Control and Water Conservation District as to form, and authorize the City Manager and City Attorney to execute the agreement.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact at this time.

Prepared by: Cassandra Sanchez, Assistant Principal Engineer

REVIEWED BY:

City Attorney _____
Assistant City Manager CS
Finance Director ER

Attachments

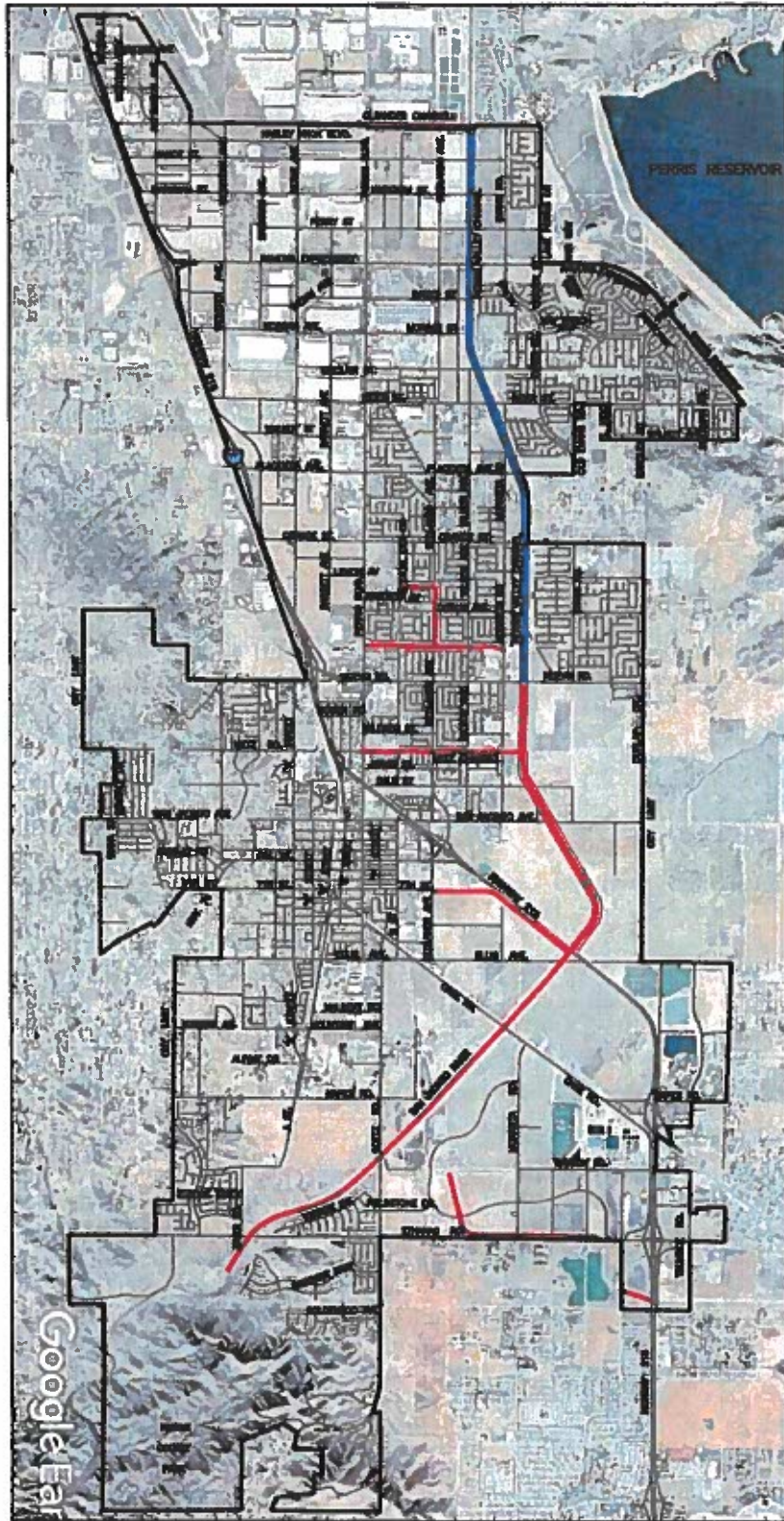
1. Vicinity Map
2. Master License Agreement

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

Attachment #1



Vicinity Map

LOCATIONS FOR DUAL USE FACILITIES VICINITY MAP



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
SINCE 1978

LEGEND:

-  EXISTING DUAL USE TRAIL
-  POTENTIAL DUAL USE TRAILS



Attachment #2

Master License Agreement

**MASTER LICENSE AGREEMENT BETWEEN RIVERSIDE COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT
AND CITY OF PERRIS**

1. PARTIES AND DATE

This MASTER LICENSE AGREEMENT ("Master Agreement") is made this _____ day of _____, 20____ by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("LICENSOR" or "DISTRICT") and the CITY OF PERRIS, a municipal corporation ("LICENSEE"). LICENSOR and LICENSEE are sometimes referred to herein individually as "PARTY" and collectively as "PARTIES."

2. RECITALS

2.1 Licensor. LICENSOR operates and maintains certain flood control and drainage facilities principally located in southwest Riverside County:

- (a) Hereinafter called "CHANNELS"; and
- (b) Access road adjoining the CHANNELS, hereinafter called "ACCESS ROAD"; and
- (c) Together, CHANNELS and ACCESS ROAD are hereinafter called "LICENSED PROPERTY"; and

These facilities are an essential and integral part of LICENSOR's collection and disposal system of flood and surface waters within southwest Riverside County and are located within LICENSOR's existing easements and rights of way.

2.2 Licensee. LICENSEE wishes to enter LICENSED PROPERTY to construct or cause to construct and subsequently operate, repair and maintain pedestrian, bicycle, equestrian or other forms of public use trails located on LICENSED PROPERTY. This may

include the following: (1) landscape features, (2) gates, (3) signage, (4) asphalt concrete/decomposed granite, (5) removal of existing channel lining, (6) earthwork, (7) construction of retaining walls, (8) construction of concrete and asphalt concrete pavement, (9) installation of protective railing, (10) stripping or other LICENSOR-approved materials for the trails, pedestrian bridge, walkways, irrigation systems, inlets and other features of the trails. Should any of said trails or LICENSEE's construction, operation, repair and maintenance obligations herein in any way cause or necessitate modifications to LICENSOR's flood control facilities, including CHANNELS and ACCESS ROAD, LICENSEE shall be responsible for performing said modifications ("Modifications") at its sole cost and expense. The plans for said Modifications shall be approved in writing by LICENSOR prior to the commencement of the Modifications and once completed, the Modifications shall be inspected by LICENSOR and, if satisfied with the condition of the Modifications, LICENSOR shall accept the Modifications in writing. LICENSEE shall not damage and shall protect LICENSED PROPERTY, including all improvements and the natural resources thereon, at all times at LICENSEE's sole cost and expense, and LICENSEE may not commit, create or suffer to be committed or created any waste, hazardous condition and/or nuisance to occur upon LICENSED PROPERTY.

2.3 Scope of License. This Master License Agreement will serve as a Master Agreement permitting LICENSEE to construct, operate, repair and maintain public use trails, including pedestrian, bicycle, equestrian or other public use trails, located on LICENSED PROPERTY. A Specific Facility License Exhibit ("SFLE"), the form of which is attached hereto as Exhibit "B", will be developed for each property subject to this Master Agreement. Each SFLE will (1) describe the specific work to be completed; (2) the use of property to be permitted; and (3) other terms that may be required for each location where LICENSEE's facilities are constructed, operated, repaired and maintained. Each SFLE shall be subject to

the terms of this Master Agreement and shall become a part hereof upon full execution by PARTIES. Each SFLE shall be executed by PARTIES. LICENSOR's General Manager-Chief Engineer shall be authorized to sign each SFLE on behalf of LICENSOR. Likewise, the LICENSEE's City Manager shall be authorized to sign each SFLE on behalf of the LICENSEE. No SFLE provisions shall be revised without LICENSOR's written permission which shall be granted in LICENSOR's sole discretion. No SFLE provisions shall be revised without written mutual agreement by the PARTIES. LICENSOR reserves the right to reject any proposal in its sole and absolute discretion or to request changes thereto prior to acceptance.

2.4 Consideration. This Master Agreement is made in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged.

3. TERMS

3.1 Grant. Subject to the terms and conditions of this Master Agreement, LICENSOR hereby grants to LICENSEE, its agents and contractors a revocable, non-exclusive license in, on, over, under and across LICENSED PROPERTY described in each SFLE which is necessary to perform the work and for the use specified in each SFLE ("Facility Project") and to obtain ingress and egress to and upon said LICENSED PROPERTY for the purpose of exercising the rights, privileges and license granted herein.

3.2 Nature of Rights. The permission, rights and privileges granted hereunder are revocable, nonexclusive and nontransferable. The rights granted hereunder in this Master Agreement and in each SFLE are subject to the prior use and property rights of LICENSOR and all other licenses, covenants, conditions, restrictions, reservations, rights and easements whether of record or not. LICENSEE shall not unreasonably or materially interfere with the use by and operation and activities of LICENSOR on LICENSED PROPERTY. LICENSEE

shall not, either voluntarily or by action of law, assign or transfer this Master Agreement or any obligation, right, title or interest assumed by LICENSEE herein without the prior written consent of LICENSOR. Section 3.5 notwithstanding, if LICENSEE makes an assignment or transfer of this Master Agreement, any SFLE or any obligation, right, title or interest herein without prior written consent of LICENSOR, LICENSOR may terminate and revoke the Master Agreement or the applicable SFLE, provided LICENSEE has received ninety (90) days advance notice of termination. In the event of a proper termination of this Master Agreement, all SFLEs shall terminate. If the assignment is of one or more SFLE(s) only, LICENSOR's rights shall be limited to termination of the applicable SFLE(s).

3.3 LICENSED PROPERTY "As Is". LICENSEE accepts LICENSED PROPERTY in its "as is" condition, with all faults. LICENSEE acknowledges and agrees that LICENSEE is entering LICENSED PROPERTY under this Master Agreement and into each SFLE based on LICENSEE's own investigations and knowledge of LICENSED PROPERTY and that, except as otherwise specifically stated in this Master Agreement and each SFLE, neither LICENSOR nor any agent of LICENSOR has made any representation or warranty whatsoever, express or implied, with regard to the physical condition of LICENSED PROPERTY or the suitability of LICENSED PROPERTY for any particular purpose or use, including, without limitation, any representations or warranties regarding the applicability or non-applicability of any laws, the soil or subsoil, surface or subsurface conditions, topography, possible hazardous materials contamination, fill, drainage, access to public roads, availability of utilities, existence of underground storage tanks, applicability of or compliance with any environmental law or any other matter of any nature whatsoever. LICENSOR is not responsible for damage to or loss by theft of LICENSEE's property located in, on or under LICENSED PROPERTY.

3.4 Use. LICENSEE shall use LICENSED PROPERTY solely for that use

described in each SFLE and shall not use it for any other purpose unless approved in writing by LICENSOR. No change shall be made by LICENSEE in the use of LICENSED PROPERTY as described in each SFLE without LICENSOR's prior written approval. However, at the discretion of the LICENSEE, nothing in this Master Agreement or each SFLE shall obligate LICENSEE to allow the public's use of the trail as described in the Master Agreement and each SFLE.

3.5 Term and Termination of License.

(a) Term. This Master Agreement shall commence on the date this Master Agreement is fully approved and executed by PARTIES and continue so long as LICENSED PROPERTY is used for the permitted purposes unless terminated pursuant to the terms and conditions in Section 3.5(b) herein.

(b) Termination for Cause. LICENSOR reserves the right to immediately terminate this Master Agreement or any one SFLE granted and any encroachment permit issued thereto if, for any reason whatsoever, LICENSOR's General Manager-Chief Engineer determines that LICENSEE's or the public's use of LICENSED PROPERTY is not compatible with the primary flood control purpose or function of LICENSOR's facilities. LICENSOR shall provide thirty (30) day notification of such termination in writing to LICENSEE and shall specify the effective date thereof.

LICENSOR shall have the right to terminate this Master Agreement or any one SFLE granted and any encroachment permit issued thereto and shall have no obligation to reimburse LICENSEE for any of its improvements to LICENSED PROPERTY under the following circumstances: In the event of a default by LICENSEE of any term or provision of this Master Agreement which acts of LICENSEE shall include, but not be limited to, the failure by LICENSEE to perform any obligation under this Master Agreement, provided LICENSEE has received written notice of default and LICENSEE has failed to cure the

default within ninety (90) days of its receipt of said notice, unless otherwise agreed upon by the PARTIES. In the event that LICENSEE has failed to cure the default as prescribed herein, then LICENSOR shall have the right to immediately terminate this Master Agreement or any applicable SFLE for cause by providing notification of such termination in writing and specifying the effective date thereof.

3.6 Termination for Abandonment. In the event that LICENSEE shall abandon the use of LICENSED PROPERTY or any portion thereof for the permitted purposes described herein or in the applicable SFLE, the Master Agreement (in the case of abandonment of the entire LICENSED PROPERTY) and the applicable SFLE (in the case of abandonment of a portion of LICENSED PROPERTY) shall expire and terminate upon the expiration of six (6) months following LICENSEE's abandonment of the said property; in which case, LICENSOR shall provide thirty (30) day written notice to LICENSEE of termination for abandonment with the effective date of said termination.

3.7 Termination by LICENSEE. LICENSEE shall have the right to terminate, with or without cause, this Master Agreement and any applicable SFLE by providing a thirty (30) day written notice to LICENSOR and the effective date of said termination.

3.8 Relocation. In the event that LICENSOR determines in its sole but good faith discretion that it requires LICENSED PROPERTY subject to any SFLE hereunder for a public project ("Required Property"), LICENSOR shall notify LICENSEE of the same and shall make available to LICENSEE a reasonable relocation area sufficient for relocation of the Facility Project, provided that LICENSOR determines that it has such an area available. In such case, if the LICENSEE determines in its sole discretion that the relocation area is sufficient for relocation of the Facility Project, the PARTIES shall amend or terminate the applicable SFLE to remove the Required Property and shall enter into a new or amended SFLE for the new property onto which the affected Facility Project shall be relocated. If

LICENSOR does not have property available for such relocation, notwithstanding any other provision of this Master Agreement and in addition to its rights set forth in Section 3.5 above, LICENSOR shall have the right to terminate the applicable SFLE, provided LICENSOR gives LICENSEE at least thirty (30) days written notice of such termination. If LICENSEE determines in its sole discretion that the property provided by LICENSOR for such relocation is insufficient for relocation of the Facility Project, LICENSEE shall have the right to terminate the applicable SFLE.

3.9 Maintenance and Repair. LICENSEE shall, at its own cost and subject to the written approval of LICENSOR's General Manager-Chief Engineer or his or her designee, repair and maintain the parts of a Facility Project and LICENSED PROPERTY so that they will not at any time be a source of danger to or interference with (a) the present or future roadbed and property of or managed by LICENSOR; or (b) any other activities on LICENSED PROPERTY. The approval of LICENSOR's General Manager-Chief Engineer shall not be unreasonably withheld. Unless otherwise specifically addressed in the terms of an individual SFLE, any repair and maintenance work shall be done to LICENSOR's standards. In the event the LICENSEE discovers an emergency at the Facility Project or LICENSED PROPERTY, LICENSEE may immediately close the property to the public in order to repair or maintain the Facility Project and LICENSED PROPERTY without prior written consent of LICENSOR General Manager-Chief Engineer. An emergency includes any event requiring immediate repair or maintenance for the preservation of public health and safety. LICENSEE's coordination with the LICENSOR will be required after closing the damaged portion of the LICENSED PROPERTY to the public and prior to repairing the site.

3.10 Tests and Inspections. LICENSOR shall have the right at any time to inspect LICENSED PROPERTY and any Facility Project so as to monitor compliance with this Master Agreement. If, in LICENSOR's sole reasonable judgment, any LICENSEE caused

installation or condition on or LICENSEE's or public's use of LICENSED PROPERTY has been determined by LICENSOR to have an adverse effect on LICENSED PROPERTY (whether or not owned by LICENSOR) or LICENSOR's operations, LICENSOR shall be permitted to conduct any tests or assessments including, but not limited to, environmental assessments of, on or about LICENSED PROPERTY and a Facility Project as it determines to be necessary or useful to evaluate the condition of LICENSED PROPERTY and a Facility Project. LICENSEE shall reasonably cooperate with LICENSOR in any tests or inspections deemed reasonably necessary by LICENSOR in order to evaluate the condition of the LICENSED PROPERTY and a Facility Project pursuant to this Section 3.10. If any such test or assessments determine that any LICENSEE caused installation or condition on or LICENSEE's or public's use of the LICENSED PROPERTY has an adverse effect on the LICENSED PROPERTY (whether or not owned by LICENSOR) or LICENSOR's operations, then LICENSEE shall pay or reimburse LICENSOR, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter within thirty (30) days of a request for payment.

3.11 Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect insurance as required by LICENSOR in the amounts and coverage specified and issued by insurance companies as described in Exhibit "A" attached hereto and incorporated herein by reference. Prior to (i) entering LICENSED PROPERTY or (ii) performing any work or maintenance on the Facility Project, LICENSEE shall furnish LICENSOR with the insurance endorsements and certificates in the form and amounts specified in Exhibit "A" evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder. LICENSOR reserves the right to review and change the amount and type of insurance coverage it requires in connection with this Master

Agreement or the work to be performed on the Facility Project. A program of self-insurance shall be an acceptable alternative to satisfy the insurance provisions required under this Master Agreement.

3.12 Indemnity. LICENSEE shall indemnify, defend and hold harmless LICENSOR, its directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors (collectively "Indemnified Parties") from any liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, employees, subcontractors, agents or representatives, arising from, related to or in any manner connected with LICENSEE's use and responsibilities in connection therewith of LICENSED PROPERTY or the condition thereof, including, but not limited to, property damage, liens, bodily injury or death, or any other element of any kind or nature whatsoever arising from, related to or in any manner connected with the public use of LICENSED PROPERTY. LICENSEE shall defend, at its sole expense, all costs and fees including, but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards, Indemnified Parties in any claim or legal action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by LICENSEE, LICENSEE shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of LICENSOR, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSEE's indemnification to Indemnified Parties as set forth herein. LICENSEE's obligation hereunder shall be satisfied when LICENSEE has provided to Indemnified Parties the appropriate form of dismissal relieving Indemnified Parties from any liability for the action or claim involved. The specified insurance limits required in this Master Agreement shall

in no way limit or circumscribe LICENSEE's obligations to indemnify and hold harmless Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve LICENSEE from indemnifying the Indemnified Parties to the fullest extent allowed by law.

This indemnification provision shall survive termination or expiration of this Master Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Master Agreement.

3.13 Assumption of Risk and Waiver. LICENSEE shall waive any claim against LICENSOR for damages to Facility Project resulting from LICENSOR's customary operation and maintenance activities performed within LICENSED PROPERTY or its appurtenant works including, but not limited to, any natural calamity, act of God or any cause or conditions beyond the control of LICENSOR, save and except damages resulting from LICENSOR's active negligence or willful misconduct.

3.14 Defense. PARTIES hereto shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of PARTIES. LICENSEE shall proceed diligently with the performance of this Master Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Master Agreement, PARTIES shall be obligated to attend a mediation session with a neutral third-party mediator agreeable to both PARTIES in the County of Riverside. PARTIES shall equally share the cost of mediation.

3.15 Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the termination or cessation of this Master Agreement in any manner shall survive the termination of this Master Agreement including, without limitation, each Facility

Project and all obligations concerning the condition of each portion of LICENSED PROPERTY.

3.16 Assignment. This Master Agreement and the license granted herein are personal to LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this Master Agreement in whole or in part or permit any other person or entity to use the rights or privileges hereby conveyed without the prior written consent of LICENSOR, which may be withheld in LICENSOR's sole and absolute discretion provided consent shall not be unreasonably delayed, conditioned or withheld. Any assignment made without prior written consent by LICENSOR shall be void and without effect and give LICENSOR the right to immediately terminate this Master Agreement pursuant to the terms and conditions in Section 3.2 herein.

3.17 Condemnation. In the event all or any portion of LICENSED PROPERTY shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), LICENSEE shall receive compensation (if any) only for the taking of and damage to the Facility Project. Any other compensation or damages arising out of such taking or condemnation awarded to LICENSEE are hereby assigned by LICENSEE to LICENSOR.

3.18 Restoration of LICENSED PROPERTY; Claims for Costs. Upon the termination, revocation or cessation of this Master Agreement or any or all SFLE in any manner provided in this Master Agreement, LICENSEE, upon written demand of LICENSOR and at LICENSEE's own cost and expense, shall abandon the applicable Facility Project(s) and remove it and restore LICENSED PROPERTY to the same condition in which it was prior to the maintenance of the Facility Project thereunder, reasonable wear and tear excepted, unless PARTIES otherwise agree that removal and restoration is not to be done or not necessary. In no event shall LICENSEE have any claim against LICENSOR for any of

the costs of operating, repairing, maintaining, replacing or removing the Facility Project. In case LICENSEE shall fail to restore LICENSED PROPERTY as aforesaid within one hundred eighty (180) days after the effective date of said termination, revocation or cessation, LICENSOR may proceed with such work at the reasonable expense of LICENSEE or may assume title and ownership of the Facility Project facilities and appurtenances, if any, and any other property of LICENSEE located on LICENSED PROPERTY. No termination hereof shall release LICENSEE from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility Project is removed.

3.19 Notice. Any notice hereunder to be given by one PARTY to the other PARTY shall be deemed to be properly served on the date it is deposited with the United States Postal Service, postage prepaid, addressed as specified below. Either LICENSOR or LICENSEE may change its address for the receipt of notice by giving written notice thereof to the other PARTY of such change.

TO LICENSOR:
 Riverside County Flood Control and
 Water Conservation District
 ATTN: Chief of Operations and
 Maintenance Division
 1995 Market Street
 Riverside, CA 92501

TO LICENSEE:
 City of Perris, Public Works
 Director of Community
 Services
 ATTN: Sabrina Chaves
 101 N. D Street
 Perris, CA 92570

3.20 Nondiscrimination. LICENSEE certifies and agrees that all persons employed thereby and any contractors retained thereby with respect to LICENSED PROPERTY and any Facility Project are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all federal and state laws prohibiting discrimination in employment including, but not limited to, the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

3.21 Further Acts. LICENSEE agrees to perform any further acts, at LICENSEE's sole expense, and to execute and deliver in recordable form any documents, which may be reasonably necessary to carry out the provisions of this Master Agreement, including, at LICENSOR's sole discretion, the relocation of any Facility Project and the license granted by this Master Agreement. Any order by LICENSOR for relocation of any Facility Project shall be in accordance with Section 3.6 of this Master Agreement.

3.22 Non-Exclusive License. The license granted by this Master Agreement is not exclusive and LICENSOR specifically reserves the right to grant other licenses within the vicinity of any Facility Project, provided that any such licenses shall not unreasonably interfere with LICENSEE's use of LICENSED PROPERTY.

3.23 Severability. If any term, covenant, condition or provision of this Master Agreement or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Master Agreement or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

3.24 Entire Agreement. This Master Agreement, the Exhibits incorporated hereto and each subsequently executed and incorporated SFLE constitute the Entire Agreement between LICENSOR and LICENSEE with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between PARTIES with respect to the items set forth herein.

3.25 Governing Law and Venue. This Master Agreement shall be governed by the laws of the State of California and venue shall be set in the County of Riverside.

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[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Master License Agreement on _____ (to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

By: _____
KAREN S. SPIEGEL, Chairwoman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA R. HARPER
Clerk of the Board

By: _____
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By: _____
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

CITY OF PERRIS

By _____
CLARA MIRAMONTES
Interim City Manager

APPROVAL AS TO FORM:

ATTEST:

By _____
ERIC L. DUNN
City Attorney

By _____
NANCY A. SALAZAR
City Clerk

(SEAL)

**Master License Agreement with the
City of Perris
12/16/2020
BB:rlp**

EXHIBIT "A"
INSURANCE REQUIREMENTS

[attached on following page]

EXHIBIT A**DISTRICT's Insurance Requirements are as follows:**

As a condition to this Master Agreement, without limiting or diminishing LICENSEE's obligation to indemnify or hold DISTRICT harmless, LICENSEE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Master Agreement. As respects to the insurance section only, "DISTRICT" herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If LICENSEE has employees as defined by the State of California, LICENSEE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LICENSEE's performance of its obligations hereunder. Policy shall name the

EXHIBIT A

DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Master Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If LICENSEE's vehicles or mobile equipment are used in the performance of the obligations under this Master Agreement, then LICENSEE shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Master Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as Additional Insureds.

D. General Insurance Provisions – All Lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived in writing by DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
2. LICENSEE must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of DISTRICT Risk Manager before the commencement of

EXHIBIT A

operations under this Master Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of DISTRICT's Risk Manager, LICENSEE's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Master Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. LICENSEE shall cause their insurance carrier(s) or its contractor's insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by DISTRICT's Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LICENSEE's insurance carrier(s) policies do not meet the minimum notice requirement found herein, LICENSEE shall cause LICENSEE's insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.

EXHIBIT A

4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Master Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance. ***LICENSEE shall not commence entry onto LICENSED PROPERTY until DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Exhibit B. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. DISTRICT reserves the right to require complete certified copies of all policies of LICENSEE's contractors and subcontractors, at any time.***
5. It is understood and agreed by the parties hereto that LICENSEE's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-

EXHIBIT A

insured programs shall not be construed as contributory.

6. If, during the term of this Master Agreement or any extension thereof, there is a material change in the scope of work or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Master Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Master Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by LICENSEE has become inadequate.
7. LICENSEE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Master Agreement.
8. The insurance requirements contained in this Master Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
9. LICENSEE agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Master Agreement.

EXHIBIT "B"

SAMPLE SPECIFIC FACILITY LICENSE EXHIBIT

[attached on following page]

TEMPLATE

**Sample Specific Facility License Exhibit No. X:
For Facility Project No.
Facility Project Title:**

This Specific Facility License ("SFLE") is entered into this ___ day of _____, 20___, by and between the Riverside County Flood Control and Water Conservation District ("LICENSOR") and City of Perris ("LICENSEE"), pursuant to the provisions of that certain Master License Agreement dated _____, 20___, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SFLE.

1. **FACILITY PROJECT DESCRIPTION AND USE.**

2. **LICENSED PROPERTY LOCATION.**

The portion in connection with the Facility Project to be operated, maintained and/or repaired shall be performed at [insert address and/or APN #].

3. **TERMINATION OF PREVIOUS CONTRACTS.**

4. **PERSONNEL.**

The Facility Project will be operated, maintained and repaired by LICENSEE. LICENSEE's representative responsible for the Facility Project can be contacted at:

5. **INDEMNITY AND INSURANCE REQUIREMENTS.**

LICENSEE shall fully comply with all terms and obligations contained within the Master Agreement, which are incorporated herein by this reference, including all insurance and indemnity requirements.

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[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, LICENSEE acknowledges that it understands and agrees to all of the above terms in this SFLE on the day and year first above written.

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

By: _____ Date: _____
JASON E. UHLEY
General Manager-Chief Engineer

CITY OF PERRIS

By: _____ Date: _____
RICHARD BELMUDEZ
City Manager



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

8.E.

MEETING DATE: January 12, 2021

SUBJECT: Summer/Holiday City Council Meeting Schedule

REQUESTED ACTION: Approve the City Council Meeting Schedule for June-August, and December 2021

CONTACT: Saida Amozgar, Director of Administrative Services

BACKGROUND/DISCUSSION:

Many local City Councils take a legislative recess from their regularly scheduled meetings during the summer months and holidays to allow their members time for vacations and a general break from the demanding meeting schedule. As in previous years, a summer schedule is proposed this year that will include one monthly meeting, as required by Government Code Section 36805, during June-August and December 2021.

The proposed dates for the summer month meetings are:

June 8, 2021
July 27, 2021
August 31, 2021

The regularly scheduled meetings proposed to be canceled for the summer months are:

June 29, 2021
July 13, 2021
August 10, 2021

In December, it is proposed that the meeting of December 14th be held, and the meeting of December 28th be canceled. Should an urgent matter emerge, a special meeting of the City Council may be called.

It is recommended that the City Council approve the meeting schedule for City Council meetings during the months of June-August and December 2021.

BUDGET (or FISCAL) IMPACT: None

Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

City Attorney _____
Assistant City Manager *CM*
Finance Director *EL*

Attachments: Proposed Meeting Dates

Consent: January 12, 2021
Public Hearing:
Business Item:
Presentation:
Other:



SCHEDULED CITY COUNCIL MEETINGS-2021

The City Council meets on the 2nd and last Tuesday of each month at 6:30 p.m.

JANUARY

January 12, 2021

January 26, 2021

~

FEBRUARY

February 9, 2021

February 23, 2021

~

MARCH

March 9, 2021

March 30, 2021

~

APRIL

April 13, 2021

April 27, 2021

~

MAY

May 11, 2021

May 25, 2021

~

JUNE

June 8, 2021

June 29, 2021 (Cancelled)

~

JULY

July 13, 2021 (Cancelled)

July 27, 2021

~

AUGUST

August 10, 2021 (Cancelled)

August 31, 2021

~

SEPTEMBER

September 14, 2021

September 28, 2021

~

OCTOBER

October 12, 2021

October 26, 2021

~

NOVEMBER

November 9, 2021

November 30, 2021

~

DECEMBER

December 14, 2021

December 28, 2021 (Cancelled)



8.F.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Approve this New Memorandum of Understanding with D.R. Horton Los Angeles Holding Company, Inc., A California corporation (the D.R. Horton), the owner of the remaining property within CFD No. 2006-3 (Alder) related to D.R. Horton's plans to develop the remaining property. The District is located at Windflower Lane and W. Bowen Road (Avion Pointe Tract) and E. Nuevo Road and Wilson Avenue (Acacia Tract).

REQUESTED ACTION: That the City Council consider and approve a motion to approve a New Memorandum of Understanding with D.R. Horton

CONTACT: Ernie Reyna, Director of Finance 

BACKGROUND/DISCUSSION:

In 2006, the City Council (the "Council") of the City of Perris, California (the "City"), has previously formed and conducted change proceedings with respect to Community Facilities District No. 2006-3 (Alder) of the City of Perris ("CFD 2006-3") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. Please refer to the attachments for the location of CFD 2006-3 and the Avion Point Tract and the Acacia Tract.

CFD 2006-3 is authorized to levy a special tax and issue bonds secured by such special taxes (the "CFD 2006-3 Bonds") to finance certain authorized public facilities and fees of the City, Perris Elementary School District (the "Elementary School District"), Perris Union High School District (the "High School District"), and Eastern Municipal Water District (the "Water District"), pursuant to the various agreements described in the Existing Memorandum of Understanding (the "Existing MOU") entered into by and among the City, Elementary School District, High School District and Water District (the "Prior School and Water Agreements"), on the one hand, as applicable, and YH DE Lines LLC, a California limited liability company and YH Wilson LLC, a California limited liability company (the "Original Developers"), on the other hand, as the then owners of the property within CFD 2006-3.

The Original Developers, Meritage Homes, developed 22 residential units on a portion of the property in CFD 2006-3 and conveyed all such lots to individual homeowners (the "Existing Homeowners"), but due to the 2008 financial crisis and other reasons, the remaining property in CFD 2006-3, consisting of approximately 22.7 gross acres (Tract Nos. 32406, 31650 and 31561)

as described on Exhibit "B-1" and depicted on Exhibit "B-2" of the attached New MOU (the "Remaining Property"), was not developed by the Original Developers.

D.R. Horton has acquired title to the Remaining Property pursuant to a Grant Deed from Perris Enterprises, LLC, a California limited liability company (the "Prior Owner") recorded in the Official Records of Riverside County, California, on July 30, 2020 as Document No. 2020-0340931 (the "Deed") and, pursuant to a General Assignment (the "General Assignment"), dated July 30, 2020, D.R. Horton acquired all of Prior Owner's right, title and interest to, among other things, all permits, government approvals and entitlements, including, but not limited to, such rights from all Community Facilities Districts and other Districts, including the Existing MOU.

D.R. Horton plans to develop the Remaining Property, consisting of 106 residential lots, in two neighborhoods otherwise known as Avion Pointe, planned for 54 residential units (the "Avion Pointe Units") and Acacia, planned for 52 residential units (the "Acacia Units"). Please refer to the attachments for the Tract Map 32406 for the Avion Pointe neighborhood and the Tract Map 31651 for the Acacia neighborhood. D.R. Horton is marketing homes in the Avion Pointe Tract and anticipates having home closings in the end of March.

Prior to conveying the Remaining Property to D.R. Horton, the Prior Owner and City, acting for CFD 2006-3, entered into that certain Memorandum of Understanding dated as of August 8, 2018 (the "Existing MOU"), to memorialize the terms on which special taxes will be levied by CFD 2006-3 due to the fact that the Existing Homeowners have been paying special taxes with respect to CFD 2006-3 since on or after Fiscal Year 2007-08 (the "Prepaid Funds"). The amount of Prepaid Funds currently available is \$404,920.72 as of August 5, 2020, with an additional \$41,321 in special taxes to be levied by CFD 2006-3 in Fiscal Year 2020-21 (the "2020-21 Levy")

CURRENT/FUTURE ACTIONS:

The purpose of the New MOU is to memorialize the City's and D.R. Horton's understanding with respect to the parties' desire to accomplish the following:

- (i) termination of the Existing MOU
- (ii) formation by the City of a new community facilities district, the boundaries of which will be coterminous with the boundaries of the Remaining Property (the "New CFD") to finance authorized public facilities and fees of the City and Eastern Municipal Water District benefitting the Remaining Property
- (iii) financing of the public facilities and fees of the City and Eastern Municipal Water District with revenue generated from the levy of special taxes authorized by the New CFD (the "Special Taxes") and net proceeds of bonds to be issued by the New CFD in one or more series (the "Bonds"), all pursuant to this MOU, an Acquisition Agreement to be entered into between the City and D.R. Horton and a Joint Community Facilities Agreement to be entered into among the City, D.R. Horton and Eastern Municipal Water District.
- (iv) Allows the City to spend existing pay as you go funds collected on facilities and to pay for formation expenses for the New CFD

- (v) Requires DR Horton to provide the City a Letter of Credit to secure payment of debt service

Once the New CFD is formed and the 30-day challenge period after the adoption of the ordinance authorizing the levy of the Special Taxes has passed (the "Formation Date"), including the execution of the Acquisition Agreement, the City will dissolve CFD 2006-3 by recording a Cessation of Special Tax and Extinguishment of Lien of the Special Taxes of CFD 2006-3 with respect to all property within CFD 2006-3 within fifteen (15) days following the Formation Date.

The parties agree to use their best efforts to adopt the resolution of intention to form the New CFD encompassing the Remaining Property in February of 2021 and to hold the landowner election to establish the New CFD in a reasonably diligent manner by March 31, 2021. The parties further agree to negotiate in good faith to enter into such agreements with each other and with the Eastern Municipal Water District ("EMWD") necessary to authorize the New CFD to finance authorized public facilities and fees of the City and EMWD and benefitting the Remaining Property (the "Facilities") with revenue generated from the levy of the Special Taxes and net proceeds of Bonds to be issued by the New CFD in one or more series, including an Acquisition Agreement between the City and D.R. Horton and a Joint Community Facilities Agreement among the City, D.R. Horton and Eastern Municipal Water District. Facilities and Fees of EMWD shall be financed only to the extent the City enters into an agreement with EMWD.

BUDGET (or FISCAL) IMPACT: No fiscal impact. All costs of the MOU will be paid from special taxes levied and collected from property within the CFD.

Prepared by: Anita Luck, Aleshire & Wynder, LLP. & Jim Fabian, Fieldman, Rolapp & Associates

REVIEWED BY:

City Attorney _____

Assistant City Manager 

Finance Director 

Attachments:

1. Memorandum of Understanding – City of Perris and D.R. Horton
 - a. Exhibit A – Prior School and Water Agreements
 - b. Exhibit B-1 Legal Description of Remaining Property
 - c. Exhibit B-2 Map of Remaining Property
2. Site Plans – Avion Pointe and Acacia Location
3. Bond Sizing and Total Tax Rate Analysis

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

MEMORANDUM OF UNDERSTANDING – CITY OF PERRIS AND D.R. HORTON

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the “MOU”) dated as of January 12, 2021, is made by and between the CITY OF PERRIS (the “City”), and D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation (the “D.R. Horton”), with reference to the following facts.

RECITALS:

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), has previously formed and conducted change proceedings with respect to Community Facilities District No. 2006-3 (Alder) of the City of Perris (“CFD 2006-3”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and

WHEREAS, CFD 2006-3 is authorized to levy a special tax and issue bonds secured by such special taxes (the “CFD 2006-3 Bonds”) to finance certain authorized public facilities and fees of the City, Perris Elementary School District (the “Elementary School District”), Perris Union High School District (the “High School District”), and Eastern Municipal Water District (the “Water District”), pursuant to the various agreements described on Exhibit “A” attached hereto and incorporated herein by reference (the “Prior School and Water Agreements”), entered into by and among the City, Elementary School District, High School District and Water District, on the one hand, as applicable, and YH DE Lines LLC, a California limited liability company and YH Wilson LLC, a California limited liability company (the “Original Developers”), on the other hand, as the then owners of the property within CFD 2006-3; and

WHEREAS, the Original Developers developed 22 residential units on a portion of the property in CFD 2006-3 and conveyed all such lots to individual homeowners (the “Existing Homeowners”), but due to the 2008 financial crisis and other reasons, the remaining property in CFD 2006-3, consisting of approximately 22.7 gross acres (Tract Nos. 32406, 31650 and 31561) as described on Exhibit “B-1” depicted on Exhibit “B-2” attached hereto and incorporated herein by reference (the “Remaining Property”), was not developed by the Original Developers;

WHEREAS, D.R. Horton has acquired title to the Remaining Property pursuant to a Grant Deed from Perris Enterprises, LLC, a California limited liability company (the “Prior Owner”) recorded in the Official Records of Riverside County, California, on July 30, 2020 as Document No. 2020-0340931 (the “Deed”) and, pursuant to a General Assignment (the “General Assignment”), dated July 30, 2020, D.R. Horton acquired all of Prior Owner’s right, title and interest to, among other things, all permits, government approvals and entitlements, including, but not limited to, such rights from all Community Facilities Districts and other Districts, including the Existing MOU (described below); and

WHEREAS, the Prior Owner had acquired all right, title and interest in the Remaining Property from Bank of America’s holding entity: Quality Properties Asset Management Company, which acquired the Remaining Property following foreclosure proceedings by the bank; and

WHEREAS, D.R. Horton plans to develop the Remaining Property, consisting of 106 residential lots, in two neighborhoods otherwise known as Avion Pointe, planned for 54 residential units (the “Avion Pointe Units”) and Acacia, planned for 52 residential units (the “Acacia Units”), and

WHEREAS, prior to conveying the Remaining Property to D.R. Horton, the Prior Owner and City, acting for CFD 2006-3, entered into that certain Memorandum of Understanding dated as of August 8, 2018 (the “Existing MOU”), to memorialize the terms on which special taxes will be levied by CFD 2006-3 due to the fact that the Existing Homeowners have been paying special taxes with respect to CFD 2006-3 since on or after Fiscal Year 2007-08 (the “Prepaid Funds”); and

WHEREAS, the amount of Prepaid Funds currently available is \$404,920.72 as of August 5, 2020, with an additional \$41,321 in special taxes to be levied by CFD 2006-3 in Fiscal Year 2020-21 (the “2020-21 Levy”); and

WHEREAS, the purpose of this MOU is to memorialize the City’s and D.R. Horton’s understanding with respect to the parties desire to accomplish the following: (i) termination of the Existing MOU; (ii) formation by the City of a new community facilities district, the boundaries of which will be coterminous with the boundaries of the Remaining Property (the “New CFD”) to finance authorized public facilities and fees of the City and Eastern Municipal Water District benefitting the Remaining Property, and (iii) financing of the public facilities and fees of the City and Eastern Municipal Water District with revenue generated from the levy of special taxes authorized by the New CFD (the “Special Taxes”) and net proceeds of bonds to be issued by the New CFD in one or more series (the “Bonds”), all pursuant to this MOU, an Acquisition Agreement to be entered into between the City and D.R. Horton and a Joint Community Facilities Agreement to be entered into among the City, D.R. Horton and Eastern Municipal Water District; and

WHEREAS, once the New CFD is formed and the 30-day challenge period after the adoption of the ordinance authorizing the levy of the Special Taxes has passed (the “Formation Date”), including the execution of the Acquisition Agreement, the City will dissolve CFD 2006-3 by recording a Cessation of Special Tax and Extinguishment of Lien of the Special Taxes of CFD 2006-3 with respect to all property within CFD 2006-3 within fifteen (15) days following the Formation Date.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Recitals**. The foregoing recitals hereto are true and correct and incorporated herein by this reference.

2. **Formation of New CFD**. The parties agree to use their best efforts to adopt the resolution of intention to form the New CFD encompassing the Remaining Property in February 2021 and to hold the landowner election to establish the New CFD in a reasonably diligent manner by March 31, 2021 or as soon as practical thereafter. The parties further agree to negotiate in good faith to enter into such agreements with each other and with the Eastern Municipal Water District (“EMWD”) necessary to authorize the New CFD to finance authorized public facilities and fees

of the City and EMWD and benefitting the Remaining Property (the “Facilities”) with revenue generated from the levy of the Special Taxes and net proceeds of Bonds to be issued by the New CFD in one or more series, including an Acquisition Agreement between the City and D.R. Horton and a Joint Community Facilities Agreement among the City, D.R. Horton and Eastern Municipal Water District. Facilities and Fees of EMWD shall be financed only to the extent the City enters into an agreement with EMWD.

The annual Special Tax amount shall be \$1,996 per unit on average, provided annual Special Tax amounts may vary based on house size categories, based on the D.R. Horton’s Preliminary Draft Special Tax analysis attached hereto as Exhibit “C”, provided that the City finds such Special Tax is consistent with the City’s CFD Goals and Policies. That annual Special Tax amount is intended to provide sufficient taxing capacity to fund the Facilities or a portion thereof. The annual Special Tax amount per unit authorized under the Rate and Method of Apportionment of Special Tax for the New CFD (the “Rate and Method”) may be greater than such amount, at D.R. Horton and City’s election pursuant to the proceedings to form the New CFD, in order to provide additional bonding capacity, provided that the Special Tax rates, together with overlapping general property taxes and assessments, are estimated to not exceed two percent (2.00%) of the base dwelling unit sales price as represented to the City by D.R. Horton at the time of formation of the New CFD and to the extent this standard meets the City’s policies. The Special Tax amounts shall escalate by two percent (2.00%) each Fiscal Year in order to meet a similar standard as CFD 2006-3 notwithstanding the City’s policy related to escalators. In all other respects, the Rate and Method shall substantially conform to the rate and method of apportionment of special taxes for CFD 2006-3, including, without limitation, the authorization for the levy of the Special Taxes over a period of not to exceed 40 years.

Once the New CFD is formed and the 30-day challenge period after the adoption of the ordinance authorizing the levy of Special Taxes has passed (the “Formation Date”), the City will dissolve CFD 2006-3 by recording a Notice of Cessation of Special Tax and Extinguishment of Lien of the special taxes of CFD 2006-3 with respect to all property included within CFD 2006-3 within fifteen business days following the Formation Date or as soon as possible thereafter due to the COVID-19 pandemic and its effect on the County Recorder’s Office operations. Notwithstanding the foregoing, the parties agree to use their best efforts to dissolve CFD 2006-3 prior to the Formation Date, provided the parties have entered into an Acquisition Agreement with indemnification acceptable to the City.

3. Prepaid Funds and 2020-21 Levy. The aggregate amount of Prepaid Funds and proceeds of the 2020-21 Levy in an amount not to exceed \$100,000 (with such limitation being subject to the City’s discretion to increase), shall be used to pay for any costs incurred for any authorized purpose in connection with the formation of the New CFD to the extent such costs are related to CFD No. 2006-3 and the dissolution of CFD 2006-3 (the “Initial Costs”). Any balance of Prepaid Funds and proceeds of the 2020-21 Levy remaining after funding the Initial Costs shall be used by the City to fund legally authorized facilities, fees and costs of the City’s choice and shall not be used to reimburse D.R. Horton or any future developer of the Remaining Property for its fees and facilities. D.R. Horton represents that the formation of the New CFD pursuant to this MOU is related to CFD No. 2006-3 in that (i) the New CFD will be authorized to fund, from the same general source of funds, some of the same fees and facilities authorized to be funded by CFD 2006-3 and (ii) the Existing Homeowners will be relieved of any further obligation to pay special

taxes levied by CFD 2006-3 or the New CFD, as their property will not be included in the New CFD.

4. Issuance of Bonds. Bonds secured by the levy of Special Taxes on the Avion Pointe Units and Acacia Units shall be issued in accordance with the parameters set forth in this Section 4. Unless otherwise agreed to by the City, a series of Bonds sized off of the Special Taxes to be generated from the Avion Pointe Units shall be issued when all Avion Pointe Units have been constructed and conveyed to individual homeowners and a second series of Bonds sized off of the Special Taxes to be generated from the Acacia Units shall be issued when all Acacia Units have been constructed and conveyed to individual homeowners.

If Bonds for the Avion Pointe Units are issued prior to 50% of the building permits for the Acacia Units being issued, then prior to the issuance of such Bonds, D.R. Horton shall deliver to the City, New CFD, or the fiscal agent under the resolution, fiscal agent or indenture for such Bonds (the "Fiscal Agent"), one or more letters of credit ("LOC(s)"), issued by a bank with a minimum Moody's or Standard and Poor's long term rating of "A" and short term rating of "P-1," or which is otherwise acceptable to the City ("LOC Bank"), a cash deposit or other mutually acceptable security (collectively, "Security"), in an amount equal to up to \$115,000 (*i.e.* one (1) year's Assigned Special Tax (as defined in the Rate and Method) on all Acacia Units)(the "Security Amount"). Such Security shall secure the payment of the semi-annual installments of the Special Taxes levied in the New CFD.

The LOC shall name the City, New CFD, or Fiscal Agent, as the case may be, who may draw on the LOC in an amount equal to any delinquent Special Taxes levied on the Avion Pointe Units. The LOC shall be for a term of not less than twelve (12) months and shall be renewed annually by the issuing LOC Bank or a substitute bank acceptable to the City or New CFD until the earlier to occur of (i) two (2) years after the issuance of the Bonds for the Avion Pointe Units if total build out and sale of the Avion Pointe Units has occurred or (ii) the issuance of 50% or more of the building permits for the Acacia Units unless otherwise agreed to by the City, and total build out and sale of the Avion Pointe Units. The foregoing release of the LOC shall also apply to cash deposits provided for Security. The LOC(s) shall provide that the failure of the LOC Bank to renew the LOC thirty (30) days prior to its expiration for an additional one (1) year will enable the City, New CFD, or Fiscal Agent to draw the full amount thereof. If the City or the Fiscal Agent draws any amount under an LOC, except upon the failure of the issuing bank to renew it, the City, New CFD or the Fiscal Agent, as the case may be, shall reimburse the amount drawn to the LOC Bank without interest, from the delinquent Special Tax installments as to the applicable Avion Pointe Units or Acacia Units or property with respect to which any such amount is drawn when and if such installments are paid or the proceeds of foreclosure of the applicable property as a result of such delinquency and the amount of the LOC shall be reinstated to the amount above. Notwithstanding the previous sentence, any reimbursements from the proceeds of special taxes or foreclosure shall be paid to the Owner and it shall be the Owner's responsibility to reinstate the Letter of Credit annually regardless of reimbursement, equal to one (1) year's Assigned Special Taxes for units in Acacia or the amount above, as applicable. A similar requirement shall be in place for other Security. If the City, New CFD, or the Fiscal Agent draws any amount under an LOC solely upon the failure of the issuing bank to renew it, the City, New CFD, or the Fiscal Agent shall reimburse the amount drawn to the LOC Bank without interest, upon receipt of a

substitute LOC (assuming there are no delinquencies). The form of the LOC(s) shall, in all respects, be satisfactory to and approved as to form and all other aspects by the City.

The City shall make a good faith effort to give D.R. Horton at least fifteen (15) days prior notice before the City or New CFD draws upon, or instructs the Fiscal Agent to draw upon, the applicable Security. However, the failure by the City or New CFD to provide such notice shall not prevent draws upon such Security to the extent required by the documents providing for the issuance of the applicable Bonds.

6. CFD 2006-3. The parties agree to cooperate with each other to provide notice to the Elementary School District, the High School District and the Water District that the Prior School and Water Agreements of the proposed or actual dissolution of CFD 2006-3 and the inapplicability of the Prior School and Water Agreements. City hereby relies on the Owner to approach such entities in connection with recognizing such termination if such termination is required by any such entity. Notwithstanding the foregoing, termination of a Prior School and Water Agreement may be addressed in a new joint community facilities agreement with such entity

7. Indemnification. D.R. Horton and any related party reasonably requested by City (to the extent the City reasonably determines a more substantial financial party is required) hereby agrees to indemnify, hold harmless and defend the City, CFD 2006-3 and the New CFD from any and all claims of any nature or kind asserted by any party, including but not limited to the Original Developers, the Prior Owner, or any party to the Prior School and Water Agreements with respect to this MOU, CFD 2006-3 and the prior funding commitments thereunder like the Prior School and Water Agreements. The foregoing indemnification shall be part of the Acquisition Agreement to be entered into between D.R. Horton and the City in connection with the New CFD in order to meet the required indemnification provisions referred to herein. To the extent the City expends the special taxes related to 2006-3 on anything else than administrative expenses of 2006-3, administrative expenses of the new CFD or facilities and fees of the type described in the resolution of intention related to 2006-3, the City will pay to DR Horton following a final non-appealable final judgment related to this expenditure against Dr Horton up to the amount of the special taxes expended on other items. This previous sentence is not intended to limit any indemnification requirements of DR Horton herein, nor is it intended to apply in any suit by the Original Owners, or any assignees thereof, the Prior Owner or any former developer/owner of the property.

8. Entire Agreement. This MOU constitutes the entire understanding of the parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the parties and no representations have been made by either party to the other as an inducement to enter into this MOU, except as expressly set forth herein. All prior negotiations, written or oral, between the parties are superseded by this MOU. The City and D.R. Horton acknowledge that neither the City nor D.R. Horton, nor any of their respective agents or attorneys, have made any promise, representation or warranty whatsoever, express or implied, not contained herein to induce the execution of this MOU and acknowledge that this MOU has not been executed in reliance upon any promise, representation or warranty not contained herein. Nothing in this agreement is intended to limit any discretionary decisions of the City Council or legislative body of the New CFD, or CFD 2006-3. The Existing MOU is hereby cancelled.

9. Due Authority. The City and the D.R. Horton each represent and warrant to the other that they are duly authorized to enter into this MOU.

10. Cooperation. The City and D.R. Horton hereto agree to cooperate with each other in execution of such further documents, and to take such other actions, as are reasonably necessary in good faith, to effectuate this MOU and the intent hereof.

11. Amendments Must be in Writing. This MOU may not be altered, amended or modified except by a writing executed by both parties.

12. Assignability. This MOU may be assigned by D.R. Horton to a new owner/developer of the Remaining Property with the consent of the City (which consent shall not be unreasonably withheld or delayed) so long as all indemnification provisions remain in place in the relative agreements related to the New CFD.

13. Notices. All notices, demands and communications between the parties shall be given by personal delivery, registered or certified mail, postage prepaid, return receipt requested, Federal Express or other reliable private express delivery, or by electronic or facsimile transmission. Such notices, demands or communications shall be deemed received (a) upon delivery if personally served, (b) if sent by electronic or facsimile transmission, upon the sender's receipt of an appropriate answer back or other written acknowledgement from the addressee of successful transmission, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail, postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by Federal Express or other overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) upon acknowledgment of receipt from the receiving party if given by other approved means as specified above. Notices, demands and communications shall be sent:

To City:

City of Perris
Attn: City Manager
City of Perris
101 North "D" Street
Perris, CA 92570
Phone: (951) 943-6100
Fax: (951) 657-1087
Email: cityclerk@cityofperris.org

With a copy to
Bond Counsel:

Aleshire & Wynder, LLP
Attn: Anita Luck
18881 Von Karman Avenue, Ste. 400
Irvine, California 92612
Phone: (949) 223-1170
Fax: (949) 223-1180
Email: aluck@awattorneys.com

To D.R. Horton:

D.R. Horton, *America's Builder*
2280 Wardlow Circle, Suite 100
Corona, CA 92880
Attn: Barbara M. Murakami,
Senior Vice President, Forward
Planning & Entitlements,
Southern California
Phone: (951) 739-5443
Fax: (800)773-0485
Email: bmmurakami@drhorton.com

With a copy to
D.R. Horton's Counsel:

O'Neil, LLP
Attn: Sandra A. Galle
19900 MacArthur Boulevard, Suite 1050
Irvine, CA 92612
Phone: (949) 798-0725
Fax: (949) 798-0511
Email: sgalle@oneil-llp.com

14. California Law Governs. This MOU shall be construed and interpreted under, and governed and enforced according to the laws of, the State of California.

15. Counterparts. This MOU may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

16. Exhibits. All Exhibits attached hereto are incorporated into this MOU.

17. Captions. The captions contained within this MOU are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

(Remainder of page intentionally blank)

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

CITY:

CITY OF PERRIS

By: _____
Michael M. Vargas, Mayor

Attest: _____
Nancy, Salazar City Clerk

D.R. HORTON:

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.
a California Corporation

By: _____
Barbara M. Murakami, Vice President

EXHIBIT A

PRIOR SCHOOL AND WATER AGREEMENTS

1. Joint Community Facilities Agreement, dated as of August 29, 2006 (the “EMWD JCFA”), by and among the City, EMWD and the Original Developers, relating to City of Perris Community Facilities District No. 2005-5 (ACACIA).
2. Joint Community Facilities Agreement, dated as of September 20, 2006 (the “High School District JCFA”), by and among the City, High School District and Original Developers, relating to City of Perris Community Facilities District No. 2006-3 (Alder).
3. Joint Community Facilities Agreement, dated on or before the date of formation of CFD No. 2006-3 (the “Elementary School District JCFA”), by and among the City, Elementary School District and Original Developers, relating to City of Perris Community Facilities District No. 2005-5 (Acacia).

EXHIBIT B-1

LEGAL DESCRIPTION OF REMAINING PROPERTY

All that certain real property situated in the City of Perris, County of Riverside, State of California, described as follows:

Phase 1 Property (Alder):

PARCEL A: (APN: 311-470-001 THROUGH 311-470-008; 311-470-023; 311-470-024; 311-471-001 THROUGH 311-471-012; 311-472-001 THROUGH 311-472-005; 311-472-010 THROUGH 311-472-021

LOTS 1 THROUGH 8, INCLUSIVE, 17 THROUGH 28, INCLUSIVE, 35, 36, 41 THROUGH 45, INCLUSIVE AND 50 THROUGH 61, INCLUSIVE OF TRACT NO. 31650, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 407, PAGES 21 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 311-340-012 THROUGH 311-340-026)

LOTS 1 THROUGH 15, INCLUSIVE, OF TRACT NO. 32406, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 414, PAGES 40 AND 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Phase 2 Property (Acacia):

LOTS 1 TO 57, INCLUSIVE, OF TRACT NO. 31651, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 419 PAGES 12 THROUGH 14 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 311-161-001 THROUGH 311-161-035 AND 311-162-001 THROUGH 311-162-022

EXHIBIT B-2

MAP OF REMAINING PROPERTY



ATTACHMENT 2

SITE PLANS – AVION POINTE AND ACACIA LOCATION

AVION POINTE AND ACACIA LOCATIONS



AVION POINTE UNITS

2006-0536246 407/72 ORIGINAL

IN THE CITY OF PENNIS
THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

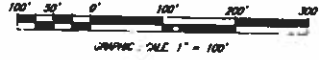
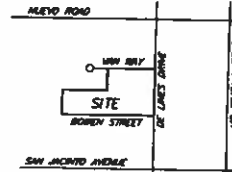
TRACT NO. 31650

A PORTION OF THE SOUTH 5 ACRES OF THE NORTH 10 ACRES OF THE SOUTH 25 ACRES OF THE WEST ONE-HALF OF THE NEAREST ONE-FOURTH OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 WEST, THE SOUTHWEST CORNER AND REMAINING EASTERN SIDE.
A PORTION OF THE NORTH 5 ACRES OF THE SOUTH 10 ACRES OF THE NEAREST ONE-FOURTH OF THE NEAREST ONE-HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO SOLE AND MOUNTAIN, TOGETHER WITH PARCELS 3 AND 4 OF PARCEL MAP 8224, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 18, PAGE 26, OF PARCEL MAPS, RECORDS OF FRESNO COUNTY, CALIFORNIA.

LANVILLE CIVIL ENGINEERS

DECEMBER 2005

SHEET 2 OF 4 SHEETS



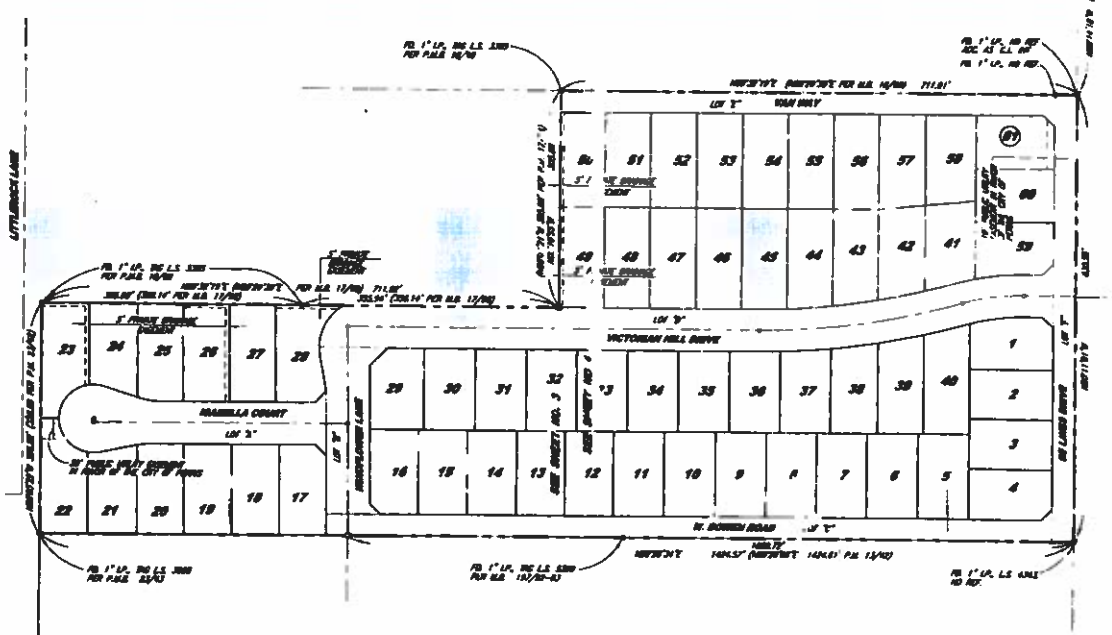
PL 1" UP, 10' OF THE R.C.E. 100'00" FROM THE LEFT OF 1" UP & THE U.S. SURV. 10' REF. ACC. AS C.L. BE. BE LINES ON A NEW RD.

ENGINEER'S NOTES

- (POLY) DIMENSIONS SHOWN AS NOTED
- DIMENSIONS SET 1" FROM FACE WITH PLASTIC PLUM R.C.E. 100'00"
- DIMENSIONS SET FROM FACE WITH PLUM R.C.E. 100'00"
- DIMENSIONS SET 1" FROM FACE WITH PLUM R.C.E. 100'00"
- DIMENSIONS FROM MOUNTAIN AS NOTED
- SET 1/2" FROM FACE WITH PLUM R.C.E. 100'00" FROM ALL 90° AND 180° CORNERS AND 1/2" FROM FACE WITH PLUM R.C.E. 100'00" IN TOP OF CURB ON ALL 180° LINE PROJECTIONS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CONTINENTAL 1" LINES FROM BOOK 2 OF 1914'S & IS SHOWN ON PARCEL MAP 8224, PER PAGE 26, RECORDS OF FRESNO COUNTY, CALIFORNIA.



DIMENSIONS SET FROM FACE WITH PLUM R.C.E. 100'00"

AVION POINTE UNITS

2.933 GROSS ACRES

IN THE CITY OF PERRIS
THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 2 OF 2 SHEETS

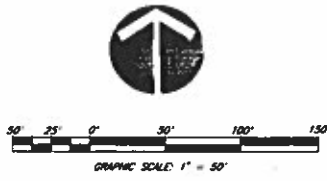
TRACT NO. 32406

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP 8059,
AS SHOWN BY MAP RECORDED IN BOOK 34, PAGE 21, OF PARCEL MAPS,
RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF PERRIS, STATE OF CALIFORNIA

LINVILLE CIVIL ENGINEERS

JULY 2006

414
4
2006-09-28-597
ORIGINAL



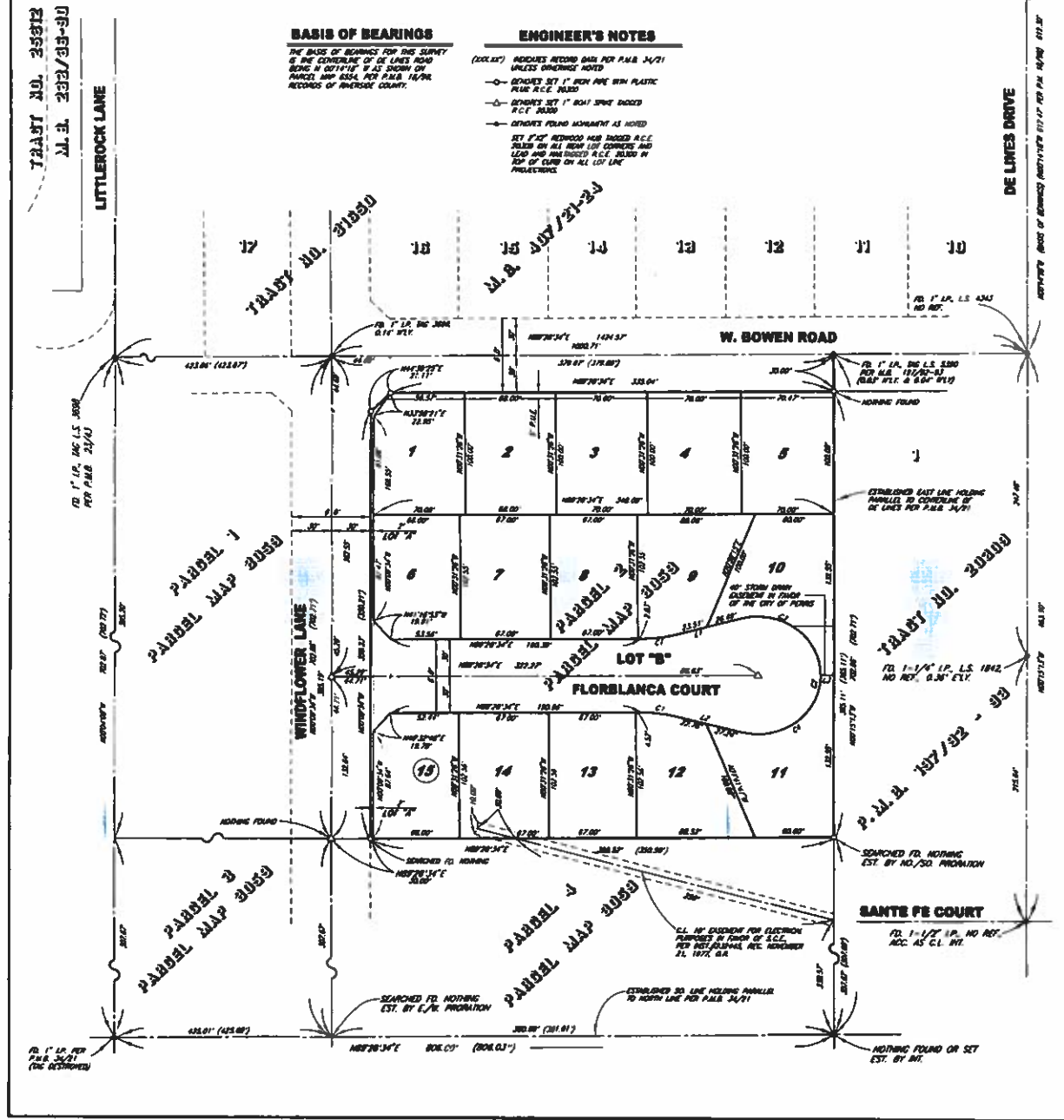
NO.	BEARING	ARC/CHORD	LENGTH	CHORD
C1	S15°00'W	100.00'	100.00'	100.00'
C2	S75°00'W	40.00'	40.00'	40.00'
C3	S15°00'W	20.00'	20.00'	20.00'
C4	S75°00'W	40.00'	40.00'	40.00'
C5	S15°00'W	20.00'	20.00'	20.00'
C6	S75°00'W	40.00'	40.00'	40.00'
C7	S15°00'W	20.00'	20.00'	20.00'
C8	S75°00'W	40.00'	40.00'	40.00'

FD. 1-1/2" I.P. & THE P.C.T. 1842
PLUMB. IN L.S. OF 1" I.P. & INC.
L.S. 500. NO REF.
ACC. TO C.L. INC. BY LINES OR
& ALSO TO

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY
IS THE CENTERLINE OF DE LINES ROAD
BEING N 07°14'18" W AS SHOWN ON
PARCEL MAP 8058, PER P.M.B. 20059,
RECORDS OF RIVERSIDE COUNTY.

ENGINEER'S NOTES

- (EXCERPT) MEASURES ACCORDING TO P.A.M. 34/71
UNLESS OTHERWISE NOTED
- CHAINS SET 1" HIGH PIPE WITH PLASTIC
FLAG P.C.E. 20050
- CHAINS SET 1" HIGH SPIRE DOTTED
P.C.T. 20050
- CHAINS FOUND MONUMENT AS NOTED
- SET 2" X 2" IRONWOOD NAIL DOTTED P.C.E.
NAILS ON ALL CORNERS AND
LEAD AND ANCHORED P.C.E. 20050 IN
TOP OF CURB ON ALL LOT LINE
PROJECTIONS.



ACACIA UNITS

TRACT MAP 31651

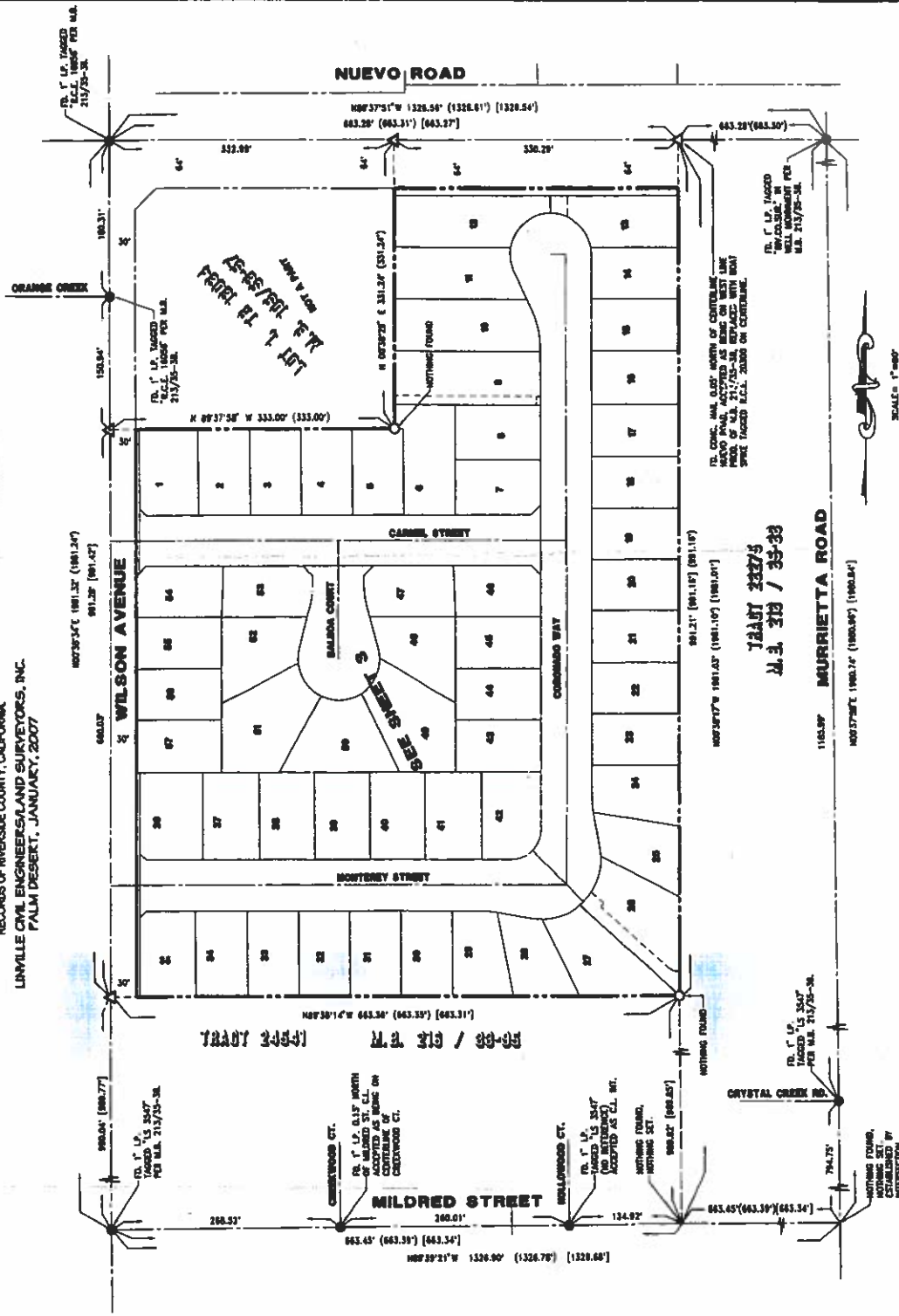
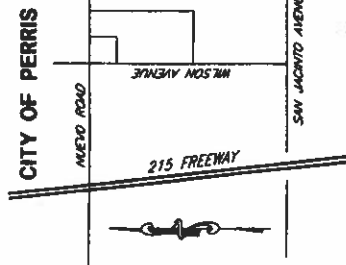
IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE
STATE OF CALIFORNIA
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA
LIVELLE CIVIL ENGINEERS AND SURVEYORS, INC.
PALM DESERT, JANUARY, 2007

57 LOTS
11.69 GROSS ACRES

ENGINEER'S NOTES:

- BASIS OF BEARINGS:**
THE CONTINUES OF WILSON AVENUE AS SHOWN BY THE
DECLARATORY DATA FOR TRACT 13004, M.S. 104/73-87,
[RECORDS] AND DATA FOR TRACT 23275, M.S. 213/75-38.
- LOCATED SET 1" BENCH MARK WITH
PLASTER PLUS S.C.C. 2000.
 - △ MARKED SET 1" BENCH MARK
TYPED "S.C.C. 2000"
 - MARKED MONUMENT FOUND AS NOTED
 - SET 2" SET BENCHMARK HAS TYPED S.C.C. 2000
IN ALL NEAR LOT CORNERS AND LEAN AND HAS
TYPED S.C.C. 2000 ON TOP OF CORNER AT ALL
THE LOT LINE PROJECTIONS.

VICINITY MAP



BOUNDARY / SHEET INDEX MAP

City
11/13

SHEET 2 OF 3

ATTACHMENT 3

BOND SIZING AND TOTAL TAX RATE ANALYSIS

Exhibit 1
D.R. Horton
Avion Pointe and Acacia
Proposed City of Perris CFD
Bond Sizing and Total Tax Rate Analysis (With Tax Zones)
October 27, 2020

PRELIMINARY DRAFT
SUBJECT TO CHANGE

I. Home Prices and Combined Tax Rates:										TOTAL TAX RATE ANALYSIS					CFD ANALYSIS		
Tract No.	Product	Plan Type	City of Perris Sq. Ft. Category	Home Size	Home Units	Estimated Base Home Price	Ad Valorem Tax Rate	Other Fixed Charges and Assess.	City of Perris EST. City of Perris Landscaping Maintenance District No. 1	City of Perris Flood Control Maint. District No. 1 (Zones 53 & 54)	City of Perris CFD No. 1-S (Public Services) Special Tax	Proposed City of Perris CFD Special Tax	Total Tax per Unit	Total Tax Rate	Total Proposed City of Perris CFD Special Taxes		
																(a)	(b)
ZONE 1																	
3240631650	Avion Pointe	1	< 2,200	1,898	18	\$ 398,990	\$ 4,538	\$ 22	100	46	\$ 365	\$ 413	\$ 1,963	7,547	1.89%	\$ 35,334	
3240631650	Avion Pointe	2	2,201 - 2,400	2,239	18	409,990	4,768	22	100	46	365	413	2,043	7,755	1.89%	36,777	
3240631650	Avion Pointe	3	≥ 2,400	2,435	18	423,990	4,928	22	100	46	365	413	2,145	8,020	1.89%	38,615	
ZONE 2																	
31651	Acacia	1	< 2,200	1,898	17	398,990	4,498	22	100	46	365	413	1,875	7,320	1.89%	31,883	
31651	Acacia	2	2,201 - 2,400	2,239	17	395,990	4,603	22	100	46	365	413	1,941	7,490	1.89%	32,999	
31651	Acacia	3	≥ 2,400	2,435	18	404,990	4,708	22	100	46	365	413	2,007	7,660	1.89%	36,121	
			Total / Wtd. Avg.	2,193	106	\$ 403,716	\$ 4,693	\$ 22	100	\$ 46	\$ 365	\$ 413	\$ 1,997	\$ 7,638	1.89%	\$ 211,728	
TOTAL																	
															\$	169,753	
															\$	3,620,000	
															\$	(72,400)	
															\$	(286,940)	
															\$	(202,653)	
															\$	3,058,008	
															\$	28,849	
															\$	1,464,828	
															\$	1,593,160	
															\$	3,058,008	
															\$	28,849	

II. Total Annual Special Taxes for Bonding (Annual CFD Revenues less \$25,000 annual administration/ 110% Coverage)

II. CFD Bond Sizing & Construction Proceeds:
 Bond Amount (4.25% Interest, 30 Year Term, 29 Year Amortization, 2% Esc.)
 Underwriter Discount (2.00%)
 Reserve Fund (Annual Debt Service)
 Capitalized Interest (0 moe)
 Incidental Costs (Estimate)
Total Net Construction Proceeds

III. Allocation of Net Construction Proceeds to the 106 lots:
 City of Perris Development Impact Fees (100% of \$13,819 per unit)
 EMWD Sewer and Water Fees (100% of \$15,030 per unit)
Total CFD Proceeds
 Per Unit

IV. Footnotes:
 (a) Product Mix & Pricing provided by DR Horton on 10/27/2020.
 (b) Includes 1.00% plus the following (see table to the right for detail):
 Tax charged for fiscal year 2020-21 by the Perris School District to pay debt service for outstanding bonds within the district.
 Tax charged for fiscal year 2020-21 by the Mt. San Jacinto Junior College District to pay debt service for outstanding bonds within the district.
 Tax charged for fiscal year 2020-21 by the Perris Union High School District to all parcels to pay debt service for outstanding bonds.
 Tax charged for fiscal year 2020-21 by the Metropolitan Water District to all parcels to pay debt service for outstanding bonds.
 (c) Includes the following (see table to the right for detail):
 County of Riverside levies an assessment of \$3.76 per lot for flood control facilities.
 EMWD levies a standby charge of \$11.00 per parcel.
 MWD levies a standby charge of \$6.94 per acre, or \$6.94 per parcel if less than an acre.
 (d) Represents the ESTIMATED assessment for the City of Perris LMD No. 1 to pay for landscape and park maintenance. The estimated assessment reflected above is a preliminary estimate based upon existing surrounding projects. Landscape and park plants/quantities are needed for the City and their team to calculate the maintenance budget and assessment amount.
 (e) Represents the assessment for the City of Perris MD 84-1 to pay for maintenance of streetlights and traffic signals. This assessment increases each year by the change in the Common Labor, Construction Cost Index as published by Engineering News Record.
 (f) Represents the fiscal year 2020-21 assessment for the City of Perris Flood Control Maintenance District No. 1 to pay for the maintenance of street and flood control improvements.
 (g) Represents the fiscal year 2020-21 Special Tax for the City of Perris CFD No. 1-S to pay for public services. This Special Tax escalates 2% each fiscal year.
 (h) Represents the estimated Special Tax for a New City of Perris CFD to pay for City Fees and EMWD Water and Sewer Fees. This Special Tax escalates 2% each fiscal year. These proposed Special Taxes are preliminary and subject to change.



8.G.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Recognized Obligation Payment Schedule 21-22 (ROPS)

REQUESTED ACTION: Successor Agency to the Redevelopment Agency of the City of Perris: Approve a Resolution Adopting the Agency's Recognized Obligation Payment Schedule

CONTACT: Ernie Reyna, Director of Finance *ER*

BACKGROUND/DISCUSSION:

In connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, Abx1 26 (Stats 2011, chap. 5, "Abx1 26") (the "Dissolution Act"), which aimed to dissolve all redevelopment agencies in the State of California.

The Successor Agency is responsible for operation of the former Redevelopment Agency's programs (within the limits of the statute) and the disposal of its assets. Following the dissolution the Agency is required to adopt a Recognized Obligation Payment Schedule ("ROPS). The ROPS must follow a multi-step approval process. After City Council/Successor Agency approval, the ROPS must be reviewed and approved by the Countywide Oversight Board and ultimately submitted to the State Controller's Office and the Department of Finance.

The recommended ROPS covers the period from July 2021 through June 2022.

BUDGET (or FISCAL) IMPACT: Adoption of the ROPS is required to ensure all required bond debt service payments are made timely.

Prepared by: Ernie Reyna

REVIEWED BY:

City Attorney _____
Assistant City Manager *CM*
Finance Director *ER*

Attachments:

1. Resolution approving a recognized obligation payment schedule 21-22
2. Recognized obligation payment schedule

Consent: X

ATTACHMENT 1

RESOLUTION APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FY 21-22

RESOLUTION NUMBER _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PERRIS APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE 21-22

WHEREAS, Assembly Bill x1 26 (“AB 26”) which abolished redevelopment in California and set forth the “winding down” procedures for redevelopment agencies, the designation of successor entities and oversight boards was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Assembly Bill 1484 (“AB 1484”) which adds and amends certain provisions contained in AB 26, including the process for adopting Recognized Obligation Payment Schedules, was passed by the State Legislature and signed by the Governor on June 27, 2012; and

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the Successor Agency to the Dissolved Redevelopment Agency of the City of Perris (“Successor Agency”) is the successor agency to the dissolved Redevelopment Agency of the City of Perris, confirmed by City of Perris Resolution No. 4383; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j), effective July 1, 2018, the Countywide Oversight Board for the County of Riverside (“Oversight Board”) shall be in operation and the current Oversight Boards of all Successor Agencies within the County of Riverside shall dissolve; and

WHEREAS, the Oversight Board of the Successor Agency, previously established to direct the Successor Agency to take certain actions to wind down the affairs of the Dissolved Redevelopment Agency of the City of Perris, has been dissolved; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l), the Successor Agency must prepare a Recognized Obligation Payment Schedule (“ROPS”) for each one-year fiscal period; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(B), the Oversight Board must duly approve each ROPS; and

WHEREAS, AB 1484 allows the Department of Finance (“DOF”) five business days to request a review of any action by the Oversight Board; and

WHEREAS, if, at the expiration of the five business day review period of DOF has not requested a review of an oversight board action, the action shall be deemed effective; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l) and (m), the Successor Agency has prepared, approved and submit to the Oversight Board for approval the ROPS for the period covering July 1, 2021 through June 30, 2022 (“ROPS 21-22”); and

WHEREAS, the Successor Agency must submit the Oversight Board-approved ROPS 21-22 to the County Auditor-Controller (“CAC”); State Controller’s Office (“SCO”) and the DOF, and be posted on the City’s website.

NOW THEREFORE, the Successor Agency does resolve as follows:

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

Section 2. The Successor Agency hereby finds the ROPS 21-22, attached hereto as Exhibit “A” and incorporated herein by reference is consistent with, satisfies all of the requirements set forth in Health and Safety Code Section 34177 and complies with the provisions of AB 26 and AB 1484.

Section 3. The Successor Agency hereby approves and adopts the ROPS 21-22, in substantially the form attached hereto as Exhibit “A.”

Section 4. The Successor Agency hereby authorizes and directs staff to submit the Oversight Board-approved ROPS 21-22 to the CAC, SCO and the DOF.

Section 5. The Successor Agency is hereby authorized to modify the ROPS 21-22 with respect to formatting or presentation should the DOF make changes to the report without action from the Oversight Board.

Section 6. The Successor Agency hereby designates the Director of Finance as the official to whom which the DOF may contact pursuant to Oversight Board actions and authorizes the Director of Finance to provide the DOF with the information requested; and the Director of Finance shall provide the DOF with his/her contact information. Furthermore, the Director of Finance is authorized to meet and confer pursuant to Health and Safety Section 34179.6(e), on behalf of the Successor Agency and Oversight Board to resolve any issues pertaining to the ROPS 21-22 or any other issues covered by this Resolution.

Section 7. Should the DOF determine that the action herein requires reconsideration, the Director of Finance on behalf of the Oversight Board is hereby authorized, in his/her sole and absolute discretion to determine whether the DOF’s request mandates Oversight Board action or can be addressed administratively by the Successor Agency with the caveat that such action be: (i) within the scope of the Successor Agency; (ii) financially or administratively immaterial; (iii) generally or specifically authorized by AB 26 or AB 1484.

Section 8. Should any substantive action not falling within the confines of Section 7 of this Resolution be pursued by the DOF, CAC, SCO or any other party adverse to the intent of the Oversight Board pursuant to this resolution, including, but not limited to its disapproval after review by the DOF, whether or not a meet and confer process or Successor Agency intervention has occurred to resolve the matter, this Resolution shall not be set aside, and remain in full force and effect.

Section 9. The Successor Agency declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of

competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect. The Successor Agency declares that the Successor Agency would have adopted this resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 10. The Successor Agency Secretary shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 12th day of January 2021.

Michael Vargas
Successor Agency Chairperson

ATTEST:

Nancy Salazar, Secretary of Successor Agency to the Dissolved Redevelopment Agency of the City of Perris

Attachment: Exhibit A Recognized Obligation Payment Schedule 21-22

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

I, Nancy Salazar, SECRETARY OF SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the Successor Agency to the Dissolved Redevelopment Agency of the City of Perris at a regular meeting held the 12th day of January 2021, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Nancy Salazar, Secretary of Successor Agency to the Dissolved
Redevelopment Agency of the City of Perris

EXHIBIT A

Recognized Obligation Payment Schedule 21-22

ATTACHMENT 2

**RECOGNIZED OBLIGATION PAYMENT
SCHEDULE**

Recognized Obligation Payment Schedule (ROPS 21-22) - Summary
Filed for the July 1, 2021 through June 30, 2022 Period

Successor Agency: Perris
County: Riverside

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	21-22A Total (July - December)	21-22B Total (January - June)	ROPS 21-22 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 3,828,879	\$ 1,024,698	\$ 4,853,577
F RPTTF	3,703,879	899,698	4,603,577
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E)	\$ 3,828,879	\$ 1,024,698	\$ 4,853,577

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Perris
Recognized Obligation Payment Schedule (ROPS 21-22) - Report of Cash Balances
July 1, 2018 through June 30, 2019
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H			
								Fund Sources		
								Bond Proceeds	Reserve Balance	Other Funds
	ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments			
1	Beginning Available Cash Balance (Actual 07/01/18) RPTTF amount should exclude "A" period distribution amount.				128,106	43,098				
2	Revenue/Income (Actual 06/30/19) RPTTF amount should tie to the ROPS 18-19 total distribution from the County Auditor-Controller					5,520,802				
3	Expenditures for ROPS 18-19 Enforceable Obligations (Actual 06/30/19)					5,562,693				
4	Retention of Available Cash Balance (Actual 06/30/19) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					-				
5	ROPS 18-19 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 18-19 PPA form submitted to the CAC									
6	Ending Actual Available Cash Balance (06/30/19) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$128,106	\$1,207				

Perris
Recognized Obligation Payment Schedule (ROPS 21-22) - Notes
July 1, 2021 through June 30, 2022

Item #	Notes/Comments
11	Obligation was paid off in FY21.
15	
18	
23	
24	
25	
26	



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

8.H.

MEETING DATE: January 12, 2021

SUBJECT: Investment Report – Quarter Ended September 30, 2020

REQUESTED ACTION: Receive and File Quarterly Investment Report for the Quarter Ended September 30, 2020

CONTACT: Ernie Reyna, Director of Finance *ER*

BACKGROUND/DISCUSSION:

The California Government Code establishes requirements for Treasurer's Investment Reports and investment practices. Section 53646 of the Code states that the City's Treasurer shall render a quarterly report to the City Manager and City Council.

The earnings for the first quarter of 2020-21, as presented in this report, are \$269,971.04.

The City continues to employ an investment strategy of maximizing yield while maintaining security of the City's invested funds as specified in the investment policy adopted by the Council.

BUDGET (or FISCAL) IMPACT: Interest income earned for the first quarter of Fiscal Year 2020-2021 as reported is \$269,971.04. The projected interest income for the General Fund is \$47,289.56.

Prepared by: Adrienne Morales, Accountant II

REVIEWED BY: Ernie Reyna, Director of Finance

City Attorney _____
Assistant City Manager *CR*
Finance Director *ER*

Attachments:

1. Memo for Investments 1st Quarter 2020-2021
2. Investment Report 2020-2021
3. Pooled Investments for Interest Allocation 2020-2021

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

ATTACHMENT 1

**MEMO FOR INVESTMENTS 1ST QUARTER
2020-2021**



CITY OF PERRIS

DEPARTMENT OF FINANCE
101 North 'D' Street, Perris, CA 92570-2200
TEL: 951-943-4610 FAX: 951-943-5065

Memorandum

TO: Honorable Mayor and Members of the Perris City Council
FROM: Adrienne Morales, Accountant II
PREPARED BY: Adrienne Morales, Accountant II
APPROVED BY: Ernie Reyna, Director of Finance
DATE: January 12, 2021
SUBJECT: Quarterly Investment Report as of September 30, 2020

I hereby certify that this quarterly investment report (see attached Exhibit A) accurately reflects all investments and is in compliance with the City's Investment Policy (see Compliance Table Exhibit B). Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditures for the next six months.

Approved by:

Ernie Reyna, Director of Finance

12/30/20

Date

ATTACHMENT 2

INVESTMENT REPORT 2020-2021

EXHIBIT A

City of Perris
Quarterly Investment Report
 July 1, 2020 - Sept. 30, 2020

Current Quarter Ending September 30, 2020

Type of Investment	Institution	Maturity Date	Deposit Amount *	Interest Received
Pooled	Citizens Business Bank (Premiere Money Market)	Liquid	710,271.46	660.43
Pooled	Citizens Business Bank (Investment)	Liquid	66,567,476.92	39,674.57
Pooled	Local Agency Investment Fund (LAIF)	Liquid	31,674,645.96	67,260.46
Pooled	U.S. Bank (Investment)	Liquid	-	-
Pooled	Chandler Asset Management	Liquid	84,812,420.96	163,709.40
Total Interest Earning for Period Ending September 30, 2020:				\$ 271,304.86

* Average Quarterly Cash Balance per Investment Account

ATTACHMENT 3

**POOLED INVESTMENTS FOR INTEREST
ALLOCATION 2020-2021**

CITY OF PERRIS
Projected Cash Balances & Projected Interest Income as of September 30, 2020
Fiscal Year 2020 - 2021

FUND #	FUND NAME	Projected Balances as of 9/30/2020	Projected Interest Income for quarter ending 9/30/2020
001	GENERAL FUND*	36,554,666.26	47,289.56
106	RAILWAY DEPOT RESTORATION	136,279.09	176.30
109	AQMD - AIR QUALITY MANAGEMENT	90,418.46	116.97
112	TRAFFIC SAFETY	1,408,211.35	1,821.76
115	OFFICE OF TRAFFIC SAFETY	350,602.98	453.56
121	STREET LIGHTING - PROPERTY TAX	2,393,732.19	3,096.69
124	STREET LIGHTING - MD 84-1	552,372.41	714.59
127	LANDSCAPE MAINTENANCE DISTRICT 1	5,517,745.70	7,138.12
130	FLOOD CONTROL MAINTENANCE DISTRICT	11,562,279.73	14,957.74
133	ROAD & BRIDGE BENEFIT DISTRICT	79,059,962.80	102,277.25
136	GAS TAX	6,933,036.65	8,969.04
140	RMRA GRANT	1,365,028.70	1,765.89
142	MEASURE A	6,205,784.20	8,028.22
157	CITY PROJECTS - EXTERNAL CONTRIBUTIONS	10,566,624.34	13,669.69
158	USDA (FNS) GRANT	2,500.00	3.23
159	NRPA GRANT	36,963.32	47.82
160	STORM DRAIN DEVELOPER FEES	14,298,133.71	18,497.02
163	DEVELOPMENT FEES	19,501,722.43	25,228.73
165	COMM ECONOMIC DEV CORP	2,603,007.82	3,367.42
171	HCD - HOME - FEDERAL	103,393.06	133.76
180	HOUSING AUTHORITY	1,430,833.98	1,851.02
204	CFD 90-2 GREEN VALLEY	23,506.62	30.41
226	CFD 2006-3 ALDER	422,081.25	546.03
228	CFD 2006-2 MONUMENT PARK	81,073.53	104.88
237	CFD 88-1 (NEW)	281,997.40	364.81
238	CFD 88-3 (NEW)	111,121.40	143.75
239	CFD 90-1 (NEW)	126,027.63	163.04
241	CFD 2002-1R WILLOWBROOK	71,730.00	92.79
242	CFD 2001-1 #1R MAY FARMS	15,771.97	20.40
243	CFD 2001-1 #2R MAY FARMS	53,891.26	69.72
244	CFD 2001-1 #3R MAY FARMS	82,535.25	106.77
245	CFD 2001-2R VIL OF AVALON	436,035.32	564.08
246	CFD 2006-1R MERITAGE	25,825.98	33.41
247	CFD 2014-1 AVELINA	31,984.12	41.38
248	CFD 2004-3R MONUMENT RANCH	93,740.12	121.27
249	CFD 2004-2R CLC	57,957.79	74.98
250	CFD 2001-1 #6R MAY FARMS	63,759.19	82.48
251	CFD 2001-1 #7R MAY FARMS	89,481.74	115.76
252	CFD 2004-1R AMBER OAKS	26,549.15	34.35
253	CFD 2003-1R CHAPARRAL RIDGE	44,229.76	57.22

254	CFD 2005-2R HARMONY GROVE	154,225.29	199.52
255	CFD 2004-3R MONUMENT RANCH IA2	104,769.47	135.54
256	CFD 2014-2 SPECTRUM	500.28	0.65
257	CFD 2005-1R PERRIS VALLEY VISTAS #3	45,482.67	58.84
258	CFD 2005-4R STRATFORD RANCH	71,981.60	93.12
259	CFD 2005-4 IA2 STRATFORD STEEPLCHASE	41,670.67	53.91
265	CFD 2001-1 MAY FARMS #4R	168,638.66	218.16
266	CFD 2001-1 MAY FARMS #5R	116,940.53	151.28
267	CFD 2005-1 #4R CENTEX	32,421.79	41.94
268	CFD 93-1RR MAY RANCH	101,372.28	131.14
269	CFD 2004-5R AMBER OAKS II	14,790.45	19.13
271	AD 86-1 93 SERIES A	55,355.61	71.61
272	CFD 2014-1 AVELINA IA-2	32,214.08	41.67
273	CFD 2014-1 AVELINA IA 3	40,180.98	51.98
412	PFA 2007 SERIES A & B	38,665.63	50.02
418	PFA 2009B (1994 PROJECT LOAN)	501.33	0.65
419	PFA 2009C (C & N PRJ LOAN)	51.95	0.07
421	PFA REFUNDING-SERIES A	1,119,288.56	1,447.99
422	PFA REFUNDING-SERIES B	798,394.27	1,032.86
431	JPA 2013 SERIES A	53,473.42	69.18
451	PFA 2002-C TAX ALLOC	2,750.00	3.56
511	SEWER FUND - CITY	464,884.24	601.41
521	SOLID WASTE FUND - CITY	732,889.76	948.12
750	CAPITAL PROJECT AREA/SUCCESSOR	227,770.16	294.66
751	DEBT SERVICE FUNDS/SUCCESSOR	1,454,874.13	1,882.12
Total:		208,686,686.47	269,971.04



8.1.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Investment Report – Quarter Ended December 31, 2020

REQUESTED ACTION: Receive and File Quarterly Investment Report for the Quarter Ended December 31, 2020

CONTACT: Ernie Reyna, Director of Finance *ER*

BACKGROUND/DISCUSSION:

The California Government Code establishes requirements for Treasurer's Investment Reports and investment practices. Section 53646 of the Code states that the City's Treasurer shall render a quarterly report to the City Manager and City Council.

The earnings for the second quarter of 2020-21, as presented in this report, are \$2,125,217.93.

The City continues to employ an investment strategy of maximizing yield while maintaining security of the City's invested funds as specified in the investment policy adopted by the Council.

BUDGET (or FISCAL) IMPACT: Interest income earned for the second quarter of Fiscal Year 2020-2021 as reported is \$2,125,217.93. The projected interest income for the General Fund is \$356,495.81.

Prepared by: Adrienne Morales, Accountant II

REVIEWED BY: Ernie Reyna, Director of Finance

City Attorney _____

Assistant City Manager *Car*

Finance Director *ER*

Attachments:

1. Memo for Investments 2nd Quarter 2020-2021
2. Investment Report 2020-2021
3. Pooled Investments for Interest Allocation 2020-2021

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

ATTACHMENT 1

MEMO FOR INVESTMENTS 2nd QUARTER 2020-2021



CITY OF PERRIS

DEPARTMENT OF FINANCE
101 North 'D' Street, Perris, CA 92570-2200
TEL: 951-943-4610 FAX: 951-943-5065

Memorandum

TO: Honorable Mayor and Members of the Perris City Council
FROM: Adrienne Morales, Accountant II
PREPARED BY: Adrienne Morales, Accountant II
APPROVED BY: Ernie Reyna, Director of Finance
DATE: January 12, 2021
SUBJECT: Quarterly Investment Report as of December 31, 2020

I hereby certify that this quarterly investment report (see attached Exhibit A) accurately reflects all investments and is in compliance with the City's Investment Policy (see Compliance Table Exhibit B). Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditures for the next six months.

Approved by:

Ernie Reyna, Director of Finance

12/30/20

Date

ATTACHMENT 2

INVESTMENT REPORT 2020-2021

EXHIBIT A

City of Perris
Quarterly Investment Report
 October 1, 2020 - December 31, 2020

Current Quarter Ending December 31, 2020

Type of Investment	Institution	Maturity Date	Deposit Amount *	Interest Received
Pooled	Citizens Business Bank (Premiere Money Market)	Liquid	710,781.07	543.17
Pooled	Citizens Business Bank (Investment)	Liquid	67,259,638.57	2,024,165.03
Pooled	Local Agency Investment Fund (LAIF)	Liquid	31,741,906.42	86,872.78
Pooled	U.S. Bank (Investment)	Liquid	-	-
Pooled	Chandler Asset Management	Liquid	84,854,190.09	14,924.31
Total Interest Earning for Period Ending Dec. 31, 2020:				\$ 2,126,505.29

* Average Quarterly Cash Balance per Investment Account

ATTACHMENT 3

POOLED INVESTMENTS FOR INTEREST ALLOCATION 2020-2021

CITY OF PERRIS
Projected Cash Balances & Projected Interest Income as of December 30, 2020
Fiscal Year 2020 - 2021

FUND #	FUND NAME	Projected Balances as of 12/31/2020	Projected Interest Income for quarter ending 12/31/2020
001	GENERAL FUND*	34,922,441.27	356,495.81
106	RAILWAY DEPOT RESTORATION	136,455.38	1,392.97
109	AQMD - AIR QUALITY MANAGEMENT	108,482.75	1,107.42
112	TRAFFIC SAFETY	1,342,859.77	13,708.20
115	OFFICE OF TRAFFIC SAFETY	326,056.52	3,328.46
120	FEDERAL GRANTS	209,238.89	2,135.96
121	STREET LIGHTING - PROPERTY TAX	2,396,919.00	24,468.27
124	STREET LIGHTING - MD 84-1	414,850.15	4,234.88
127	LANDSCAPE MAINTENANCE DISTRICT 1	4,955,730.28	50,589.16
130	FLOOD CONTROL MAINTENANCE DISTRICT	11,465,243.05	117,039.67
133	ROAD & BRIDGE BENEFIT DISTRICT	83,332,729.76	850,678.46
136	GAS TAX	6,462,236.29	65,967.90
140	RMRA GRANT	1,716,109.80	17,518.42
142	MEASURE A	6,212,838.41	63,421.99
149	CALVIP GRANT	0.21	-
157	CITY PROJECTS - EXTERNAL CONTRIBUTIONS	10,942,742.65	111,705.88
159	NRPA GRANT	37,011.14	377.82
160	STORM DRAIN DEVELOPER FEES	13,874,464.61	141,633.52
163	DEVELOPMENT FEES	21,652,279.32	221,031.13
165	COMM ECONOMIC DEV CORP	2,514,876.56	25,672.40
171	HCD - HOME - FEDERAL	101,326.81	1,034.37
180	HOUSING AUTHORITY	1,407,443.20	14,367.48
204	CFD 90-2 GREEN VALLEY	23,537.03	240.27
226	CFD 2006-3 ALDER	419,230.83	4,279.60
228	CFD 2006-2 MONUMENT PARK	2,477.61	25.29
237	CFD 88-1 (NEW)	282,362.19	2,882.41
238	CFD 88-3 (NEW)	111,638.62	1,139.63
239	CFD 90-1 (NEW)	126,190.66	1,288.18
241	CFD 2002-1R WILLOWBROOK	3,132.60	31.98
243	CFD 2001-1 #2R MAY FARMS	1,187.91	12.13
244	CFD 2001-1 #3R MAY FARMS	3,700.30	37.77
245	CFD 2001-2R VIL OF AVALON	154,465.23	1,576.81
248	CFD 2004-3R MONUMENT RANCH	1,085.84	11.08
249	CFD 2004-2R CLC	4,788.03	48.88
250	CFD 2001-1 #6R MAY FARMS	513.89	5.25
251	CFD 2001-1 #7R MAY FARMS	3,639.80	37.16
253	CFD 2003-1R CHAPARRAL RIDGE	3,050.34	31.14
254	CFD 2005-2R HARMONY GROVE	5,426.86	55.40
255	CFD 2004-3R MONUMENT RANCH IA2	13,005.03	132.76
257	CFD 2005-1R PERRIS VALLEY VISTAS #3	132.46	1.35

258	CFD 2005-4R STRATFORD RANCH	14,385.83	146.85
259	CFD 2005-4 IA2 STRATFORD STEEPLCHASE	9,628.11	98.29
265	CFD 2001-1 MAY FARMS #4R	7,506.23	76.63
266	CFD 2001-1 MAY FARMS #5R	36,863.96	376.32
268	CFD 93-1RR MAY RANCH	23,698.75	241.92
271	AD 86-1 93 SERIES A	55,427.22	565.81
273	CFD 2014-1 AVELINA IA 3	35.72	0.36
412	PFA 2007 SERIES A & B	38,715.65	395.22
418	PFA 2009B (1994 PROJECT LOAN)	501.98	5.12
419	PFA 2009C (C & N PRJ LOAN)	52.02	0.53
420	PFA 2010A (HOUSING LOAN)	344.77	3.52
421	PFA REFUNDING-SERIES A	177,207.12	1,808.97
422	PFA REFUNDING-SERIES B	16,104.39	164.40
431	JPA 2013 SERIES A	53,542.59	546.57
443	JPA 2015 SERIES D(2014-2)	41,111.59	419.68
451	PFA 2002-C TAX ALLOC	3,253.56	33.21
511	SEWER FUND - CITY	653,818.73	6,674.32
521	SOLID WASTE FUND - CITY	479,842.69	4,898.34
750	CAPITAL PROJECT AREA/SUCCESSOR	159,577.68	1,629.00
751	DEBT SERVICE FUNDS/SUCCESSOR	723,496.80	7,385.61
Total:		208,187,016.44	2,125,217.93

*

34,922,441.27

	Total Interest
208,187,016.44	(1,287.36)
34,922,441.27	543.17
173,264,575.17	2,024,165.03
	86,872.78
	-
	14,924.31
	<hr/>
	2,125,217.93



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Consider Adoption of Resolution of Necessity to Acquire an Easement for Utility Relocation in Connection With the Widening of Redlands Avenue

REQUESTED ACTION: (1) That the City Council hold a public hearing on the proposed Resolution of Necessity and (2) adopt the Resolution of Necessity authorizing the commencement of an eminent domain action to acquire an easement on a portion of APN 303-120-009 ("Easement")

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

BACKGROUND/DISCUSSION:

Acquisition of an Easement in a portion of certain privately-owned property located at the southwest corner of Redlands Avenue and East Morgan Street (APN 303-120-009) (See Exhibits to proposed Resolution) is necessary for the completion of the widening and improvement of Redlands Avenue between Ramona Expressway and Morgan Street ("Project"). A written offer was presented to PP, LLC, an Idaho limited liability company, the Owner of Record ("Owner"), as required by California Government Code Section 7267.2. The Owner has not accepted the offer made by the City or presented a counteroffer, and consequently, the City has not reached a negotiated agreement with the Owner. Although the Owner has been contacted and the City remains willing to negotiate, the Easement is necessary for completion of the utility relocation portion of the Project. Therefore, staff recommends the City Council authorize the acquisition of the Easement through eminent domain.

In accordance with California Government Code Section 1245.235, the City has prepared and mailed notice of this hearing to the Owner informing them of their right to appear at this hearing and be heard on the following issues: (1) whether the public interest and necessity require the Project; (2) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) whether the Easement is necessary for the Project; (4) whether the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or has not been made because the owner cannot be located with reasonable diligence; and (5) whether the offer required by Section 7267.2 of the Government Code was made in the form and substance required by law.

While a hearing on a resolution of necessity is often referred to as a public hearing, the only notice required is 15 days' notice by regular mail to the property owner. No published notice is required.

The affirmative vote of two-thirds of all the members of the City Council is required to adopt the Resolution of Necessity.

COMPLIANCE WITH CEQA

Acquisition of real property by a public agency for the widening of Redlands Avenue is a discretionary action subject to the California Environmental Quality Act ("CEQA").

Environmental impacts of this Project were addressed in the Environmental Impact Report for the Rider Distribution Center, certified on March 31, 2009.

EVIDENCE IN SUPPORT OF THE FINDINGS IN THE RESOLUTIONS

Public acquisition of private property by eminent domain for public streets and right-of-way is authorized by Section 19 of Article I of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Sections 1240.410 through 1240.430, and Government Code Sections 37350, 37350.5, 37353, and 40404.

Pursuant to California Government Code Section 1240.030, the power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (a) The public interest and necessity require the project.
- (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (c) The property sought to be acquired is necessary for the project.

In addition, a resolution of necessity must include a finding that the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Redlands Avenue starts at Ellis Ave and extends north past Ramona Expressway. Currently, Redlands Avenue consists of three traffic lanes between Morgan Street and Ramona Expressway. The Project is rehabilitating existing pavement, re-striping and widening Redlands Avenue five to ten feet along the east side of the roadway to provide for one continuous turn pocket. The existing signal at Ramona Expressway is being modified to match new improvements. The Project will improve traffic safety and emergency vehicle response times.

The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Redlands Avenue is identified and discussed in the City's General Plan Circulation Element. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Redlands Avenue would be cost

prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

The Easement proposed to be acquired is in APN 303-120-009.

The Easement is the only portion of the property the City needs at the present time.

The acquisition of the Easement is necessary for the Project because, without the Easement, the Project cannot be completed. Specifically, the Easement will facilitate relocation of power lines on Redlands Avenue that must be accomplished to complete the Project.

The City of Perris made the precondemnation offer to the property owner to purchase the Easement as required by Government Code § 7267.2 on December 14, 2020.

REQUIRED FINDINGS AND SUPPORTING EVIDENCE

After the City receives testimony and evidence from all interested parties, the City Council must make a determination as to whether to acquire the Easement by eminent domain and adopt the proposed Resolution of Necessity (Attachment "A"). The City must find and determine that based upon all the evidence and the existence of the above stated conditions, (a) public interest and necessity require the project, (b) the project is planned in the manner that will be most compatible with the greatest public good and the least private injury, (c) acquisition by eminent domain is necessary, and (d) the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

If this action is approved by the City Council, the City Attorney will be instructed to take all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the Easement by eminent domain. Counsel will also be directed to seek and obtain an order of prejudgment possession in accordance with the provisions of the eminent domain law so that the City may complete the project while eminent domain proceedings are pending in the court.

BUDGET (or FISCAL) IMPACT:

The cost of acquisition of right of way and construction of the Project will be funded with TUMF and local transportation funds.

Prepared by: Nick Papajohn, Deputy City Attorney

REVIEWED BY:

City Attorney X
Assistant City Manager
Finance Director ER 

Attachments:

A. Resolution of Necessity for APN 303-120-009

Consent:

Public Hearing: X

Business Item:
Presentation:
Other:

ATTACHMENT 1

Resolution of Necessity for APN 303-120-009

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF AN EASEMENT IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 303-120-009

WHEREAS, for the public purposes set forth herein, the City of Perris, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

WHEREAS, the "Project" for the purposes of this acquisition is the widening and improvement of Redlands Avenue, which generally consists of the widening of Redlands Avenue between Ramona Expressway and Morgan Street (referred to herein as the "Project"); and

WHEREAS, in order to carry out and make effective the principal purpose of the Project, it is necessary for the City of Perris to acquire an overhang easement (hereinafter the "Easement") in a portion of certain privately-owned real property located at the southwest corner of Redlands Avenue and East Morgan Street, in the City of Perris, County of Riverside, California, Assessor's Parcel No. 303-120-009 (hereinafter the "Property"); and

WHEREAS, the portion of the Property in which the City seeks to acquire the Easement is described in Exhibit "A" which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit "B" which is incorporated by this reference; and

WHEREAS, on or about December 14, 2020 the City made a written offer to acquire the Easement to the record owner of the Property at an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owner of the Property has not accepted said offer or otherwise conveyed the Easement to the City as of the date of this Resolution; and

WHEREAS, on December 28, 2020 a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Easement in certain real property identified as Assessor's Parcel No. 303-120-009 (a copy of which is attached hereto as Exhibit "C" and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the address appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

WHEREAS, the hearing that was the subject of said Notice of Hearing was held on January 12, 2021, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

- (a) Whether the public interest and necessity require the Project;
- (b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
- (c) Whether the Easement proposed to be acquired is necessary for the Project;
- (d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
- (e) Whether all other prerequisites for the exercise of eminent domain to acquire the Easement have been met; and

WHEREAS, the City Council, as a result of such hearing, has determined that the public health, safety, and welfare require the City to acquire the Easement in the Property for the stated purposes; and

WHEREAS, environmental impacts of this Project were addressed in the Environmental Impact Report for the Rider Distribution Center, certified on March 31, 2009.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:

Section 1. The staff report presented regarding this matter at the January 12, 2021 hearing is incorporated herein by this reference. The facts referenced in this Resolution and

the staff report, and specifically the recitals above, are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The Easement to be acquired is located within the City of Perris, County of Riverside, State of California, Assessor's Parcel No. 303-120-009, comprising a total of 1,167 square feet, is described in Exhibit "A" and depicted in Exhibit "B".

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Currently, Redlands Avenue consists of three lanes between Morgan Street and Ramona Expressway. The Project is rehabilitating existing pavement, re-striping and widening Redlands Avenue five to ten feet along the east side of the roadway to provide for one continuous turn pocket. The existing signal at Redlands Avenue and Ramona Expressway is being modified to match new improvements. The Project will improve traffic safety and emergency vehicle response times.

Section 4. The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Redlands Avenue is designated as a Secondary Arterial in the Circulation Element of the City's General Plan. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Redlands Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

Section 5. The acquisition of the Easement in the Property is necessary for the Project because without the Easement, the Project cannot be completed. The Easement will facilitate relocation of power lines on Redlands Avenue that must be accomplished to complete the Project. Acquisition of the Easement is expressly authorized by Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

Section 6. The offer required by Government Code Section 7267.2 has been made to the owner of record of the Property, by way of letter dated December 14, 2020, and the

owner of record of the Property has not accepted the City's offer or made an acceptable counter offer.

Section 7. The City hereby declares its intent to acquire the Easement in the portion of the Property described in Exhibit "A" in the City's name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Easement described herein and the Project have been complied with by the City.

Section 8. The law firm of Aleshire & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Easement in a portion of the Property in accordance with the provisions of the California Eminent Domain Law and the Constitution of California. Said counsel are also authorized and directed to obtain any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Perris this 12th day of January, 2021.

MICHAEL M. VARGAS
MAYOR OF THE CITY OF PERRIS

ATTEST:

NANCY SALAZAR
CITY CLERK

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 Resolution No. _____ was adopted by the City Council of the City of Perris at a regular meeting held on the 12th day of January, 2021, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NANCY SALAZAR
CITY CLERK

EXHIBIT "A"
LEGAL DESCRIPTION FOR EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL NO. 72225A

STRIP 1, OVERHANG EASEMENT

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 11,353, AS SHOWN BY MAP ON FILE IN BOOK 59 OF PARCEL MAPS AT PAGE 19 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, WITHIN SECTION 8, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, BEING A STRIP OF LAND 10.00 FEET WIDE LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MORGAN STREET (44.00 FEET IN HALF WIDTH SOUTHERLY) WITH THE CENTERLINE OF REDLANDS AVENUE (44.00 FEET IN HALF WIDTH WESTERLY), AS SHOWN ON SAID PARCEL MAP NO. 11,353;

THENCE SOUTH 00°35'14" WEST ALONG THE CENTERLINE OF SAID REDLANDS AVENUE, A DISTANCE OF 67.20 FEET TO A POINT THEREON;

THENCE NORTH 89°24'46" WEST, A DISTANCE OF 47.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF REDLANDS AVENUE AS CONVEYED BY OFFER OF DEDICATION RECORDED JUNE 28, 2016 AS INSTRUMENT NO. 2016-0263961, OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 00°35'14" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 10.84 FEET FOR THE TRUE POINT OF BEGINNING

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE NORTH 72°41'39" WEST, A DISTANCE OF 116.71 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1 AND THE TERMINUS;

THE SIDELINES OF SAID STRIP TO BE LENGTHEN OR SHORTENED SO AS TO TERMINATE AT THE NORTHERLY AND EASTERLY LINES OF SAID PARCEL 1.

CONTAINING 1167 SQUARE FEET OR 0.027 ACRES, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

10/07/19

Date

Prepared By: JH
Checked By: mf



EXHIBIT "B"
PLAT FOR EASEMENT

EXHIBIT "B"

SOUTHERN CALIFORNIA EDISON OVERHANG EASEMENT SERIAL NO. 72225A

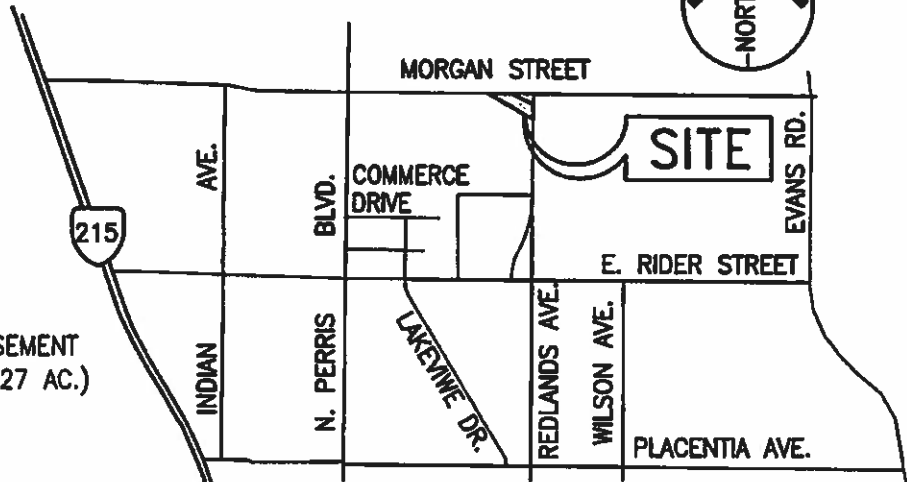
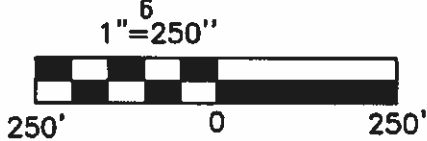


BASIS OF BEARINGS

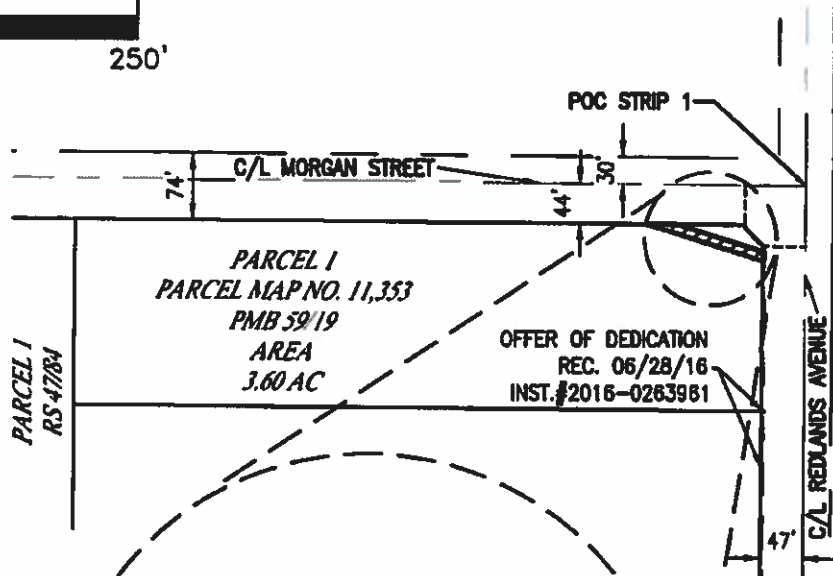
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF REDLANDS AVENUE BEING N 0°35'14" E PER PMB 245/58-60.

LEGEND:

- STRIP 1 OVERHANG EASEMENT AREA 1167 SQ. FT.(0.027 AC.)
- LAND OF GRANTOR APN 303-120-009 156,816 AC

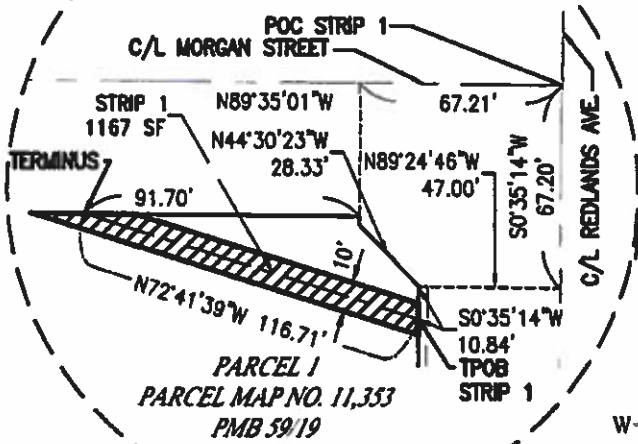


VICINITY MAP
T4S R3W SEC 8 & 17



10/07/19

SCALE: 1"=40'
APN 303-120-009
SECTION 8, T. 4S., R. 3 W. S.B.M.



DETAIL
1"=60'

EXHIBIT "C"

NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY



**ALESHIRE &
WYNDER LLP**
ATTORNEYS AT LAW

ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

Nicolas D. Papajohn
npapajohn@awattorneys.com
(949) 223-1170

18881 Von Karman Avenue,
Suite 1700
Irvine, CA 92612
P (949) 223-1170
F (949) 223-1180

AWATTORNEYS.COM

December 28, 2020

Gerald B. Bashaw
Registered Agent of PP, LLC
77 North Picabo Road
Picabo, ID 83348
E-Mail: brett@silver-creek.net

PP, LLC
PO Box 767
Picabo, ID 83348

Re: APN: 303-120-009
Property: Southwest Corner of Redlands Ave. and E. Morgan Street,
Perris, CA
Subject: Resolution of Necessity

Dear Property Owner:

On December 14, 2020, the City of Perris (the "City") made an offer to purchase an easement in a portion of the property identified as Assessor's Parcel Number 303-120-009 in the City of Perris, California, located at the southwest corner of Redlands Ave. and East Morgan Street. The City reiterates its previous offer of \$21,875, subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of said easement by eminent domain. The City's governing body will consider that resolution at a meeting to be held at the following time and place:

Date: January 12, 2021
Time: 6:30 p.m.
Location: City of Perris, City Hall, Council Chambers, 101 North D Street, Perris, California

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;
2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the easement sought to be acquired is necessary for the project;

December 28, 2020

Page 2

4. Whether the offer required by Section 7267.2 of the *Government Code* has been made to the owners(s) of record; and
5. Whether the offer required by Section 7267.2 of the *Government Code* was made in the form and substance required by law.

NOTICE: If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City's authority to acquire the easement through its use of the power of eminent domain. Information may be presented in writing if it is received before the hearing. In addition, due to the coronavirus pandemic, City Council meetings are being held via Zoom. Instructions on how to register to participate in the meeting, or watch the meeting without participating, are on the enclosed sheet.

Neither the pendency of the City's consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents further negotiations from occurring for the acquisition of said easement, and the City will be most willing to continue such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (949) 223-1170 or Clara Miramontes, Assistant City Manager, at (951) 943-6100.

Thank you for your cooperation in this matter.

Very truly yours,

ALESHIRE & WYNDER, LLP



Nicolas D. Papajohn
Associate

NDP:

Enclosure – Zoom instructions

cc: Stuart McKibbin, City Engineer (via email)
Eric Dunn, City Attorney (via email)
June Ailin, Special Counsel (via email)

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

In order to provide Public Comment participants will be required to register. Please note the link for registering for public comment will be provided in the agenda for the January 12, 2021 City Council meeting. Once the agenda is posted on the City's website, you will find it at <https://www.cityofperris.org/government/city-council/council-meetings>.

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/UC24S1shebxxkJFv3BnxdkPpg>

Facebook:

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

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Annexation of PM 37457 to the City's Maintenance Districts

REQUESTED ACTION: Open and Close of Public Hearing, Open 3 Ballots and Adoption of 3 Resolutions Ordering the Annexation of PM 37457 to the City's Maintenance Districts, Giving Final Approval to the Engineer's Reports, and the Levying of the 2020-2021 Assessments.

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 being developed by IDI Logistics 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).

On November 10, 2020, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for January 12, 2021.

BUDGET (or FISCAL) IMPACT: The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for labor, energy and water. The current maximum annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Maintenance District No. 84-1 (streetlights & traffic signals)	\$4,909.94
Landscape Maintenance District (Parkways)	39,347.41
Flood Control Maintenance District No. 1	34,193.27
Total Maximum Annual Assessment	\$78,450.62

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager Car

Finance Director ER

Attachments:

1. Location Map
2. Resolution Ordering the Annexation of PM 37457 to MD 84-1, Giving Final Approval

- to the Engineer's Report, and the Levying of the 2020-2021 Assessments.
3. Resolution Ordering the Annexation of PM 37457 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2020-2021 Assessments.
 4. Resolution Ordering the Annexation of PM 37457 to FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2020-2021 Assessments.

Consent:

Public Hearing: x

Business Item:

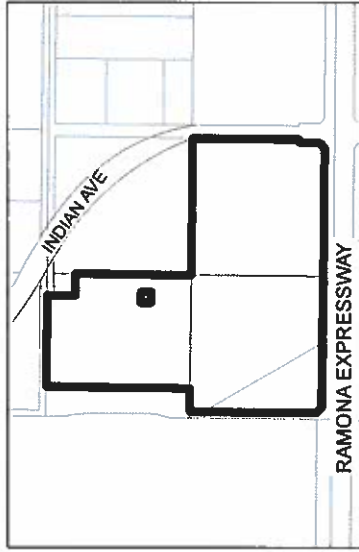
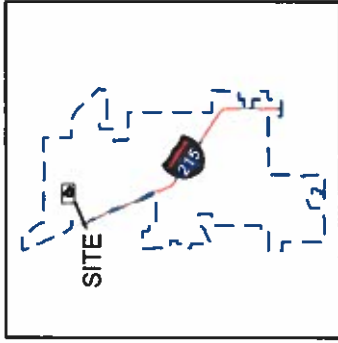
Presentation:

Other:

Attachment No. 1

ANNEXATION OF PM 37457 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1, LANDSCAPE MAINTENANCE DISTRICT NO. 1, AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

VICINITY MAP
NOT TO SCALE



Owner: IDIL Ramona LLC

MD 84-1	
13	Street Lights
Contribution to Traffic Signals	
	Ramona Exprwy & Indian Ave
	Indian Ave & Perry St
	5% 100%

LMD 1	
Indian Avenue and Ramona Expressway parkways & medians along the project boundaries	

FCMD 1	
--------	--

Public flood control facilities including two (2) catch basins, 18", 24" and 36" RCP pipes and a 30% share of a Drainage Channel that channel, contain and convey the storm flow away from the property and towards the Perris Valley Storm Drain Channel. In addition, interim facilities along Ramona Expressway until acceptance by RCFC&WCD include two (2) catch basins, 18" RCP pipes, a double 14' x 5' RCB Box and transitions.

Facility	Maximum Annual Assessment
Street Lights & Traffic Signals	\$4,909.94
Landscaped Parkways & Medians	39,347.41
Flood Control Facilities	34,193.27

Total Maximum Annual Assessments \$78,450.62

Standard Inflation Factors (SIF)

- 1) "Common Labor, Construction Cost Index", ENR
- 2) Southern California Edison rate increases
- 3) Eastern Municipal Water District rate increases

MD 84-1 Assessments include SIF 1 and 2
LMD 1 and FCMD 1 Assessments include SIF 1, 2, and 3



Attachment No. 2

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37457 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2020/2021

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 10th day of November 2020, adopt its Resolution of Intention Number 5729 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the "District"), which Resolution of Intention Number 5729 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5729, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5729, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

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

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2020-2021 are hereby levied.

ADOPTED, SIGNED and APPROVED this 12th day of January, 2021.

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 12th day of January 2021, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

Attachment No. 3

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37457 TO BENEFIT ZONE 153, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2020-2021

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 10th day of November 2020, adopt its Resolution of Intention Number 5732 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the "District"), which Resolution of Intention Number 5732 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5732, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5732, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

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

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2020-2021 are hereby levied.

ADOPTED, SIGNED and APPROVED this 12th day of January 2021.

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 XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of January 2021, 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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37457 TO BENEFIT ZONE 118, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2020-2021

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 10th day of November 2020, adopt its Resolution of Intention Number 5733 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the "District"), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 5733, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5733, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5733, be done and made.

Section 2. Be it further resolved that:

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

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

Section 4. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2020-2021 are hereby levied.

ADOPTED, SIGNED and APPROVED this 12th day of January, 2021.

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 XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of January, 2021, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



9.C.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Annexation No. 40 – 25.26 acre site (APN: 302-050-036, 302-060-005, 302-060-006, 302-060-038) located at NW corner of Indian Avenue and Ramona Expressway. CFD 2001-3 (North Perris Public Safety District)

Project: PM 37457

Owner(s): IDIL Ramona LLC

REQUESTED ACTION:

- 1) Open a public hearing on Annexation No. 40 to CFD 2001-3 and determine if there are any protests to the Annexation.
- 2) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 40 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 40.
- 3) Conduct the Special Election relating to Annexation No. 40.
- 4) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2001-3 (North Perris Public Safety) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 40, and ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Ernie Reyna, Director of Finance 

BACKGROUND/DISCUSSION:

Annexation 40 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).

At its meeting on December 8, 2020, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) (the "District"), adopted Resolution No. 5740 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to January 12, 2021 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT: The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager CM

Finance Director ER

Attachments:

1. Vicinity Map
2. Resolution calling for special election
3. Resolution declaring results of election

Consent:

Public Hearing: x

Business Item:

Presentation:

Other:

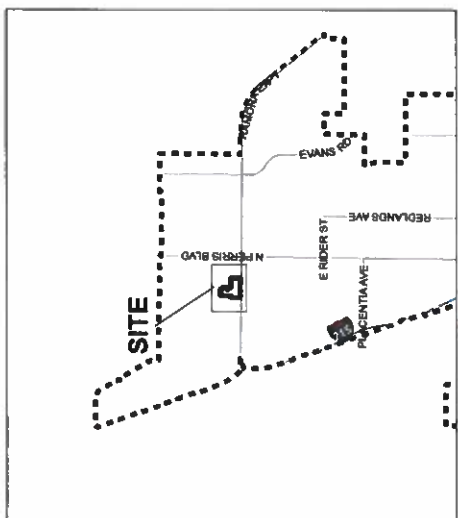
ATTACHMENT 1

VICINITY MAP

ANNEXATION MAP NO. 40 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



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

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 40, TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING HELD AND CONDUCTED ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PERRIS

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

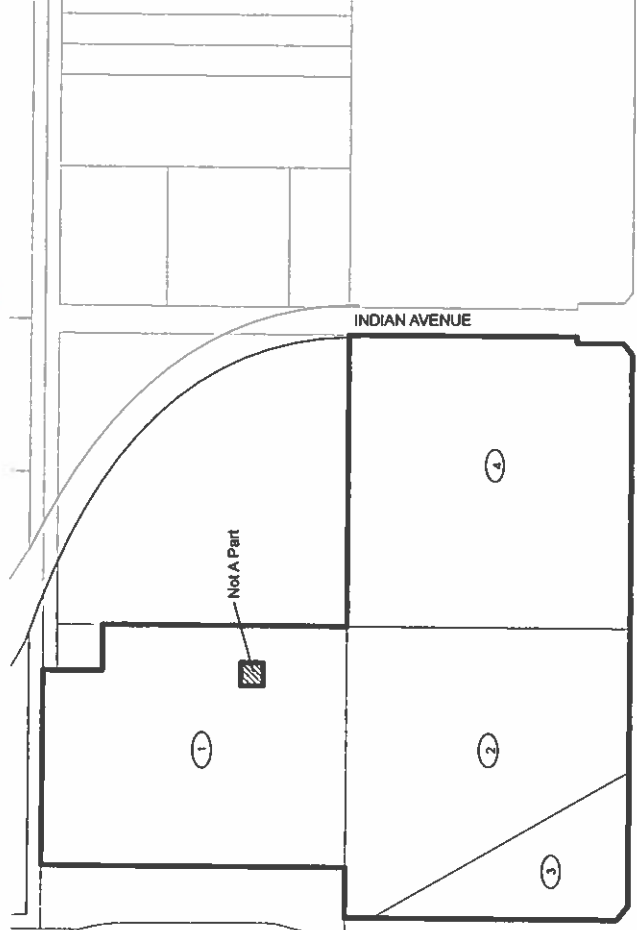
PETER ALDAMA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 19, 2001, IN BOOK 50, OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.

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

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



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



WILLDAN
27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 567-3500

ATTACHMENT 2

**RESOLUTION CALLING FOR SPECIAL
ELECTION**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 40 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 40

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the “District”), on December 8, 2020, has heretofore adopted its Resolution No. 5740 (the “Resolution of Intention”) stating its intention to annex certain territory (the “Property”) as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set January 12, 2021 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on January 12, 2021; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special

tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the January 12, 2021 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the

Legislative Body, said map designated "Annexation Map No. 40 to Community Facilities District No. 2001-3, (North Perris Public Safety)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 40 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 86, Page 15 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2020-0631398).

Section 5. The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit "B" hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 40.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "A" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2001-3 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "A," the Council shall, on behalf of Community Facilities District No. 2001-3, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit "A," to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit "A." Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 40 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and

establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on January 12, 2021.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 40 during each of the ninety (90) days preceding the closing of the January 12, 2021 public hearing regarding the levy of the special tax on the territory within Annexation No. 40 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on January 12, 2021, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and **APPROVED** this 12th day of January, 2021.

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 XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of January, 2021, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-3
NORTH PERRIS PUBLIC SAFETY**

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in CFD No. 2001-3 unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

B. DEFINITIONS

Act means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer CFD No. 2001-3 as determined by the Finance Director.

Annual Cost(s) means for each fiscal year, the total of 1) the estimated cost of services provided through the Police & Fire Protection Program adopted by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous fiscal year.

Annual Tax Escalation Factor means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2.00% annually.

Base Year means Fiscal Year ending June 30, 2006.

CFD No. 2001-3 means the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris.

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for CFD No. 2001-3 under the Act.

RESOLUTION NUMBER XXXX

County means the County of Riverside, California.

Developed Parcel means for each fiscal year, each Parcel for which a building permit for new construction or renovations was issued prior to March 1 of the previous fiscal year.

District means the Community Facilities District No. 2001-3, ("CFD 2001-3), North Perris Public Safety of the City of Perris.

Exempt Parcel means any Parcel that is not a Residential Parcel or a Non-Residential Parcel. Exempt Parcels are exempt from the levy of Special Taxes.

Finance Director means the Finance Director for the City of Perris or his or her designee.

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

Maximum Special Tax means the greatest amount of Special Tax that can be levied against a Parcel in a given fiscal year calculated by multiplying the Maximum Annual Special Tax Rate by the relevant acres or units of the Parcel.

Maximum Special Tax Rate means the amount determined pursuant to Section D below, which will be used in calculating the Maximum Special Tax for a Parcel based on its land use classification. Each fiscal year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this Special Tax Rate and Method of Apportionment.

Maximum Special Tax Revenue means the greatest amount of revenue that can be collected in total from a group of Parcels by levying the Maximum Special Tax.

Multi-Family Unit means each multi-family attached residential unit located on a Developed Parcel.

Non-Residential Acres means the acreage of a Non-Residential Parcel. The acreage assigned to such a Parcel shall be that shown on the County assessor's parcel map.

Non-Residential Parcel means a Developed Parcel for which a building permit(s) was issued for private non-residential use. Non-Residential Parcels do not include Parcels that are intended to be, (1) publicly owned or owned by a regulated public utility, or (2) assigned minimal value or is normally exempt from the levy of general *ad valorem* property taxes under California law, including homeowners association property, public utility, public streets; schools; parks; and public drainage ways, public landscaping, greenbelts, and public open space.

Parcel means a lot or parcel shown on an assessor's parcel map with an assigned assessor's parcel number located in CFD No. 2001-3 based on the last equalized tax rolls of the County.

RESOLUTION NUMBER XXXX

Police & Fire Protection Program means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

Residential Parcel means a Developed Parcel for which a building permit(s) was issued for residential use.

Single-Family Unit means a Developed Parcel used for single-family detached residential development.

Special Tax(es) means any tax levy under the Act in CFD No. 2001-3.

Taxable Property means every Residential Parcel and Non-Residential Parcel.

Zone A means property designated as Zone A.

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

Each fiscal year, using the Definitions above, each Parcel of Taxable Property is to be classified as either a Residential Parcel or Non-Residential Parcel. Each Residential Parcel is to be further classified as either a Single-Family Unit or as the number of Multi-Family Units located on such Parcel.

2. Maximum Special Tax Rates

TABLE 1
Maximum Special Tax Rate for Developed Property in
Community Facilities District No. 2001-3
Fiscal Year 2005/06

Tax Status	Base Year Maximum Special Tax Rate	Tax Levy Basis
Single Family Residential Unit	\$265.30	Per Unit
Multi-Family Residential Unit	\$53.06	Per Unit
Non-Residential Parcel	\$1,061.21	Per Acre

Each Fiscal Year following the Base Year of FY 2005/06, the Maximum Special Tax Rates shall be increase in accordance with the Annual Tax Escalation Factor.

RESOLUTION NUMBER XXXX

E. SETTING THE ANNUAL SPECIAL TAX LEVY

The Special Tax levy for each Parcel of Taxable Property will be established annually as follows:

1. Compute the Annual Costs using the definitions in Section B.
2. Calculate the available special tax revenues by taxing each Parcel of Taxable Property at 100.00% of its Maximum Special Tax. If revenues are greater than the Annual Costs, reduce the tax proportionately against all Parcels until the tax levy is set at an amount sufficient to cover Annual Costs.
3. Levy on each Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Parcels.

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

F. ADMINISTRATIVE CHANGES AND APPEALS

The Finance Director or designee has the authority to make necessary administrative adjustments to the Special Tax Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a recommendation at that time will be made to the Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to CFD No. 2001-3.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes; provided; however, the City or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligation.

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC
SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 40**

TYPES OF SERVICES TO BE FINANCED

Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto.

Exhibit C

OFFICIAL BALLOT

TO BE OPENED ONLY BY THE CANVASSING BOARD

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

OF THE CITY OF PERRIS, ANNEXATION NO. 40

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

January 12, 2021

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **IDIL Ramona LLC**, as owner or authorized representative of such sole owner of 25.26 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40 (the "Property") and represents **26** of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on January 12, 2021 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2020-2021 is \$357.05 per Single-Family Residential Unit, \$71.41 per Multi-Family Residential Unit and \$1,428.24 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

YES

NO

Number of votes: 26

Property Owner: **IDIL Ramona LLC**

By: _____

ATTACHMENT 3

**RESOLUTION DECLARING RESULTS OF
ELECTION**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 40 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 40 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on January 12, 2021 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 40" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 5740 adopted on December 8, 2020 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on January 12, 2021 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on January 12, 2021; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on January 12, 2021, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on January 12, 2021, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and **APPROVED** this 12th day of January 2021.

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 XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of January 2021, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 40**

**CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on January 12, 2021, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 40

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 12th day of January 2021.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2001-3 (NORTH
PERRIS PUBLIC SAFETY) OF THE CITY OF
PERRIS

By: _____

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 40**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40, Special Election, January 12, 2021	26	_____	_____	_____

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on January 12, 2021 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2020-2021 is \$357.05 per Single-Family Residential Unit, \$71.41 per Multi-Family Residential Unit and \$1,428.24 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



CITY OF PERRIS

9.D.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Annexation No. 4 – 25.26 acre site (APN: 302-050-036, 302-060-005, 30-060-006, 302-060-038) located at NW corner of Indian Avenue and Ramona Expressway. CFD 2018-02 (Public Services District)

Project: PM 37457 – 428,730 sq. ft. warehouse

Owner(s): IDIL Ramona LLC

REQUESTED ACTION:

- 1) Open a public hearing on Annexation No. 4 to Community Facilities District No. 2018-02 (Public Services District) and determine if there are any protests to the Annexation.
- 2) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 4 the question of annexing such territory and levying of a special tax within the area of proposed Annexation No. 4.
- 3) Conduct the Special Election relating to Annexation No. 4.
- 4) Adopt a Resolution of the City Council of the City Perris, acting as the Legislative Body of the Community Facilities Districts No. 2018-02 (Public Services District) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 4, and ordering the Annexation of such territory, and directing the recording of the Notice of Special Tax Lien.

CONTACT: Emie Reyna, Director of Finance *ER*

BACKGROUND/DISCUSSION:

Annexation 4 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).

At its meeting on December 8, 2020, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District 2018-02 (Public Services District) (the "District"), adopted Resolution No. 5741 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to January 12, 2021 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT:

The Annexation of territory into the District increases the tax base to fund the public services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to May 1st of the previous fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager Car

Finance Director ER

Attachments:

1. Vicinity Map
2. Resolution Calling for Special Election
3. Resolution Declaring Results of Election

Consent:

Public Hearing: x

Business Item:

Presentation:

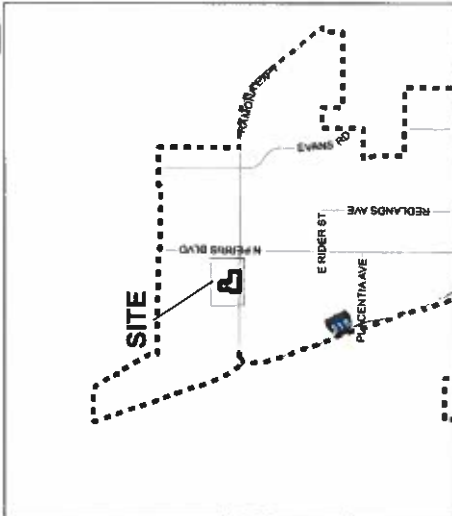
Other:

ATTACHMENT 1

VICINITY MAP

ANNEXATION MAP NO. 40 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



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

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 40 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK _____
CITY OF PERRIS

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

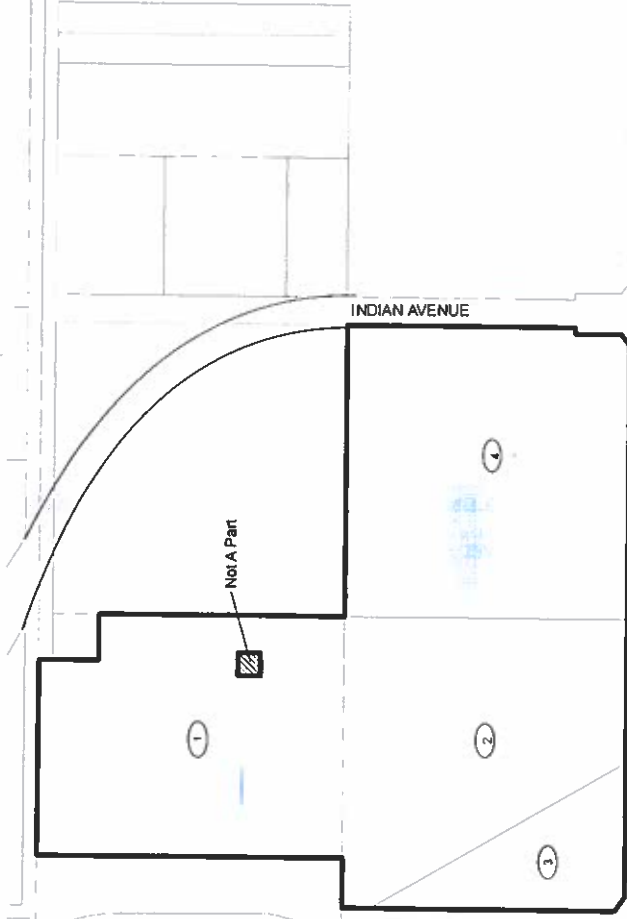
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON DECEMBER 18, 2001 IN BOOK 50 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.

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

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



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



WILLDAN
27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 587-3500

ATTACHMENT 2

**RESOLUTION CALLING FOR SPECIAL
ELECTION**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 40 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 40

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the “District”), on December 8, 2020, has heretofore adopted its Resolution No. 5740 (the “Resolution of Intention”) stating its intention to annex certain territory (the “Property”) as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set January 12, 2021 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on January 12, 2021; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special

tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the January 12, 2021 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the

Legislative Body, said map designated "Annexation Map No. 40 to Community Facilities District No. 2001-3, (North Perris Public Safety)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 40 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 86, Page 15 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2020-0631398).

Section 5. The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit "B" hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 40.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "A" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2001-3 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "A," the Council shall, on behalf of Community Facilities District No. 2001-3, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit "A," to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit "A." Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 40 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and

establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on January 12, 2021.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 40 during each of the ninety (90) days preceding the closing of the January 12, 2021 public hearing regarding the levy of the special tax on the territory within Annexation No. 40 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on January 12, 2021, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and **APPROVED** this 12th day of January, 2021.

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 XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of January, 2021, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-3
NORTH PERRIS PUBLIC SAFETY**

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in CFD No. 2001-3 unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

B. DEFINITIONS

Act means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer CFD No. 2001-3 as determined by the Finance Director.

Annual Cost(s) means for each fiscal year, the total of 1) the estimated cost of services provided through the Police & Fire Protection Program adopted by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous fiscal year.

Annual Tax Escalation Factor means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2.00% annually.

Base Year means Fiscal Year ending June 30, 2006.

CFD No. 2001-3 means the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris.

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for CFD No. 2001-3 under the Act.

RESOLUTION NUMBER XXXX

County means the County of Riverside, California.

Developed Parcel means for each fiscal year, each Parcel for which a building permit for new construction or renovations was issued prior to March 1 of the previous fiscal year.

District means the Community Facilities District No. 2001-3, ("CFD 2001-3), North Perris Public Safety of the City of Perris.

Exempt Parcel means any Parcel that is not a Residential Parcel or a Non-Residential Parcel. Exempt Parcels are exempt from the levy of Special Taxes.

Finance Director means the Finance Director for the City of Perris or his or her designee.

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

Maximum Special Tax means the greatest amount of Special Tax that can be levied against a Parcel in a given fiscal year calculated by multiplying the Maximum Annual Special Tax Rate by the relevant acres or units of the Parcel.

Maximum Special Tax Rate means the amount determined pursuant to Section D below, which will be used in calculating the Maximum Special Tax for a Parcel based on its land use classification. Each fiscal year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this Special Tax Rate and Method of Apportionment.

Maximum Special Tax Revenue means the greatest amount of revenue that can be collected in total from a group of Parcels by levying the Maximum Special Tax.

Multi-Family Unit means each multi-family attached residential unit located on a Developed Parcel.

Non-Residential Acres means the acreage of a Non-Residential Parcel. The acreage assigned to such a Parcel shall be that shown on the County assessor's parcel map.

Non-Residential Parcel means a Developed Parcel for which a building permit(s) was issued for private non-residential use. Non-Residential Parcels do not include Parcels that are intended to be, (1) publicly owned or owned by a regulated public utility, or (2) assigned minimal value or is normally exempt from the levy of general *ad valorem* property taxes under California law, including homeowners association property, public utility, public streets; schools; parks; and public drainage ways, public landscaping, greenbelts, and public open space.

Parcel means a lot or parcel shown on an assessor's parcel map with an assigned assessor's parcel number located in CFD No. 2001-3 based on the last equalized tax rolls of the County.

RESOLUTION NUMBER XXXX

Police & Fire Protection Program means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

Residential Parcel means a Developed Parcel for which a building permit(s) was issued for residential use.

Single-Family Unit means a Developed Parcel used for single-family detached residential development.

Special Tax(es) means any tax levy under the Act in CFD No. 2001-3.

Taxable Property means every Residential Parcel and Non-Residential Parcel.

Zone A means property designated as Zone A.

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

Each fiscal year, using the Definitions above, each Parcel of Taxable Property is to be classified as either a Residential Parcel or Non-Residential Parcel. Each Residential Parcel is to be further classified as either a Single-Family Unit or as the number of Multi-Family Units located on such Parcel.

2. Maximum Special Tax Rates

TABLE 1
Maximum Special Tax Rate for Developed Property in
Community Facilities District No. 2001-3
Fiscal Year 2005/06

Tax Status	Base Year Maximum Special Tax Rate	Tax Levy Basis
Single Family Residential Unit	\$265.30	Per Unit
Multi-Family Residential Unit	\$53.06	Per Unit
Non-Residential Parcel	\$1,061.21	Per Acre

Each Fiscal Year following the Base Year of FY 2005/06, the Maximum Special Tax Rates shall be increase in accordance with the Annual Tax Escalation Factor.

RESOLUTION NUMBER XXXX

E. SETTING THE ANNUAL SPECIAL TAX LEVY

The Special Tax levy for each Parcel of Taxable Property will be established annually as follows:

1. Compute the Annual Costs using the definitions in Section B.
2. Calculate the available special tax revenues by taxing each Parcel of Taxable Property at 100.00% of its Maximum Special Tax. If revenues are greater than the Annual Costs, reduce the tax proportionately against all Parcels until the tax levy is set at an amount sufficient to cover Annual Costs.
3. Levy on each Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Parcels.

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

F. ADMINISTRATIVE CHANGES AND APPEALS

The Finance Director or designee has the authority to make necessary administrative adjustments to the Special Tax Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a recommendation at that time will be made to the Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to CFD No. 2001-3.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes; provided; however, the City or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligation.

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC
SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 40**

TYPES OF SERVICES TO BE FINANCED

Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto.

Exhibit C

OFFICIAL BALLOT

TO BE OPENED ONLY BY THE CANVASSING BOARD

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

OF THE CITY OF PERRIS, ANNEXATION NO. 40

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

January 12, 2021

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **IDIL Ramona LLC**, as owner or authorized representative of such sole owner of 25.26 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40 (the "Property") and represents 26 of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on January 12, 2021 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2020-2021 is \$357.05 per Single-Family Residential Unit, \$71.41 per Multi-Family Residential Unit and \$1,428.24 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

YES

NO

Number of votes: 26

Property Owner: **IDIL Ramona LLC**

By: _____

ATTACHMENT 3

**RESOLUTION DECLARING RESULTS OF
ELECTION**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 40 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 40 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on January 12, 2021 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 40" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 5740 adopted on December 8, 2020 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on January 12, 2021 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on January 12, 2021; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on January 12, 2021, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on January 12, 2021, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and **APPROVED** this 12th day of January 2021.

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 XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of January 2021, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 40**

**CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on January 12, 2021, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 40

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 12th day of January 2021.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2001-3 (NORTH
PERRIS PUBLIC SAFETY) OF THE CITY OF
PERRIS

By: _____

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 40**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	<u>Qualified Landowner Votes</u>	<u>Total Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40, Special Election, January 12, 2021	26	_____	_____	_____

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on January 12, 2021 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 40 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2020-2021 is \$357.05 per Single-Family Residential Unit, \$71.41 per Multi-Family Residential Unit and \$1,428.24 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Green Valley Specific Plan Amendments and related entitlements for the property located along the northerly frontage of Ethanac Road between Goetz Road and Case Road (APNs 330-150-031, 330-150017, 327-220-007, 327-220-008, 330-150-010, 327-220-009 through 011; 327-220-017; and 327-220-027). Applicant: Raintree Investment Corporation

REQUESTED ACTION: **Introduction and First Reading of Ordinance Number** (*next in order*) adopting SPA 18-05292, modifying the Land Use Plan and revising the Design Guidelines for the Green Valley Specific Plan; and

Adopt Resolution Number (*next in order*), subject to approval of SPA 18-95292, approving the following: a) Tentative Tract Map 37262 / TTM 18-05000 for 191 lots; b) Tentative Tract Map 37222 / TTM 19-05233 for 116 lots; c) Tentative Tract Map 37223 / TTM 19-05233 for 235 lots; d) Tentative Tract Map 37816 / TTM 20-05089 & DPR 20-00005 for 97 MFR lots; e) Tentative Tract Map 37817 / TTM 20-05090 / DPR 20-00003 for 228 MFR lots; and f) Tentative Tract Map 37818 / TTM 20-05118 & DPR 20-00006 a hybrid tract with 138 cluster court homes and a 236-dwelling unit apartment community.

CONTACT: Candida Neal, Interim Director of Development Services

BACKGROUND/DISCUSSION:

The applicant is requesting to continue this item to the February 9, 2021 City Council meeting. The continuation request is attached.

RECOMMENDATION:

Continue this item to the February 9, 2021 City Council meeting.

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

Prepared by: Nathan Perez, Senior Planner
Reviewed by: Kenneth Phung, Planning Manager

City Attorney _____
Assistant City Manager CM
Finance Director ER

Attachment: 1. Continuation Request by Applicant

Public Hearing X

ATTACHMENT 1

Continuation Request by Applicant

Clara Miramontes

From: Nick Johnson <nick@jacair.com>
Sent: Wednesday, January 6, 2021 6:33 PM
To: Clara Miramontes
Cc: mviolobos@raintree.us.com; Kenneth Phung
Subject: Green Valley - Request for Continuance to 2/9/21

Clara,

Thank you for the City's time and effort preparing the Green Valley Project for a City Council public hearing. We are hereby requesting a continuance of the City Council public hearing on the Project from the scheduled date of January 12, 2021 to February 9, 2021. If you need any further information on this request, please let me know.

Sincerely,
Nick

Nick Johnson
Phone | 818.606.3560
nick@jacair.com
jacair.com

The content of this email is confidential draft deliberative material and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.



10.A.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Appointments to City Committees and Commissions and Agencies.

REQUESTED ACTION: Mayor and City Council to make appointments to the various agencies and committees to represent the City.

CONTACT: Mayor Michael M. Vargas

BACKGROUND/DISCUSSION:

The terms for the various committee appointments are nearing expiration and it is now time to appoint delegates for 2021. A list of the committees/agencies requiring appointment is attached for consideration.

BUDGET (or FISCAL) IMPACT:

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

REVIEWED BY:

City Attorney _____

Assistant City Manager *ca*

Finance Director *el*

Attachments: 2020 Council Appointment

Consent:

Public Hearing:

Business Item: January 12, 2021

Presentation:

Other:



CITY OF PERRIS

Office of the City Clerk

Nancy Salazar, City Clerk
101 North "D" Street
Perris, California 92570
Tel: (951) 956-2925
Fax: (951) 943-4246

On January 28, 2020, the following appointments were made and will be effective until December 31, 2020 and will be updated at the time that any new appointments or changes are made.

CITY COUNCIL APPOINTMENTS 2020

Mayor Pro Tem Rita Rogers

COMMUNITY ACTION COMMISSION

Councilmember David Starr Rabb, Delegate

December 2020

RIVERSIDE TRANSIT AGENCY

Councilmember Malcolm Corona, Delegate

December 2020

Mayor Pro Tem Rita Rogers, Alternate

December 2020

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Mayor Pro Tem Rita Rogers, Representative

December 2020

Councilmember Marisela Magaña, Alternate

December 2020

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

Councilmember David Starr Rabb, Delegate

December 2020

Councilmember Malcolm Corona, Alternate

December 2020

MARCH JOINT POWERS AUTHORITY COMMISSION

Mayor Michael M. Vargas, Representative

December 2020

Mayor Pro Tem Rita Rogers, Representative

December 2020

Councilmember Malcolm Corona, Alternate

December 2020

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Councilmember Marisela Magaña, Delegate

December 2020

WESTERN COMMUNITY ENERGY JOINT POWERS AUTHORITY

Mayor Pro Tem Rita Rogers, Delegate

December 2020

Councilmember Marisela Magaña, Alternate

December 2020

CITY COUNCIL APPOINTMENTS 2020

EAST-WEST CORRIDOR COMMITTEE

Councilmember David Starr Rabb, Representative
Mayor Pro Tem Rita Rogers, Alternate

December 2020
December 2020

RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

Mayor Michael M. Vargas, Representative
Councilmember Marisela Magaña, Alternate

December 2020
December 2020

RIVERSIDE COUNTY LIBRARY SYSTEM ZONE ADVISORY BOARD

Councilmember Marisela Magaña

December 2020

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Mayor Michael M. Vargas, Representative
Mayor Pro Tem Rita Rogers, Alternate

December 2020
December 2020

RIVERSIDE COUNTY OFFICE ON AGING ADVISORY BOARD

Councilmember David Starr Rabb, Representative

December 2020

TUMF ZONE COMMITTEE

Mayor Pro Tem Rita Rogers, Representative
Councilmember David Starr Rabb, Alternate

December 2020
December 2020

****CITY COUNCIL WORKING COMMITTEES****

WAYS & MEANS

Councilmember Marisela Magaña
Mayor Pro Tem Rita Rogers

December 2020
December 2020

PUBLIC WORKS

Councilmember David Starr Rabb
Councilmember Malcolm Corona

December 2020
December 2020

PARKS & RECREATION

Mayor Pro Tem Rita Rogers
Councilmember Malcolm Corona

December 2020
December 2020

CITY COUNCIL APPOINTMENTS 2020

SCHOOL DISTRICT LIASON AD HOC

Councilmember Marisela Magaña
Councilmember Malcolm Corona

December 2020
December 2020

SENIOR CITIZEN AD HOC

Mayor Pro Tem Rita Rogers
Councilmember David Starr Rabb

December 2020
December 2020

PUBLIC SAFETY AD HOC

Mayor Michael M. Vargas
Councilmember David Starr Rabb

December 2020
December 2020

ECONOMIC DEVELOPMENT AD HOC

Mayor Michael M. Vargas
Councilmember David Starr Rabb

December 2020
December 2020

CAMPAIGN TRANSPARENCY AD HOC

Councilmember David Starr Rabb
Councilmember Malcolm Corona

December 2020
December 2020

VETERAN'S MEMORIAL AD HOC

Mayor Michael M. Vargas
Councilmember David Starr Rabb

December 2020
December 2020

HOMELESS TASK FORCE COMMITTEE

Councilmember Marisela Magaña
Councilmember Malcolm Corona

December 2020
December 2020

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMITTEE

Mayor Michael M. Vargas
Mayor Pro Tem Rita Rogers

December 2020
December 2020



10.B.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 12, 2021

SUBJECT: Appointment of the Mayor Pro Tem

REQUESTED ACTION: Mayor and City Council to make appointment of the Mayor Pro Tem.

CONTACT: Mayor Michael M. Vargas

BACKGROUND/DISCUSSION:

The Mayor and City Council shall select one member to serve as the Mayor Pro Tem for the year 2021.

BUDGET (or FISCAL) IMPACT:

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

REVIEWED BY:

City Attorney _____

Assistant City Manager *CM*

Finance Director *ER*

Attachments: None

Consent:

Public Hearing:

Business Item: January 12, 2021

Presentation:

Other: