

*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, February 23, 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:

Rogers, Magaña, Corona, Rabb, Vargas

3. INVOCATION:

Pastor Carlos Reyes
Rock of Generation
180 Yosemite Ave.
Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilmember Rogers will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS: NO PRESENTATIONS

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

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

8. APPROVAL OF MINUTES:

- A. Consideration to approve the Minutes of the Regular Joint Meeting held on February 9, 2021 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.

9. CONSENT CALENDAR:

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

- A. Consideration to adopt the Second Reading of Ordinance Number 1396 Specific Plan Amendment (SPA) 18-05292 modifying the Land Use Plan and revising the Design Guidelines for the Green Valley Specific Plan. (Applicant: Matthew Villalobos, Raintree Investment Corporation)

The Second Reading of Proposed Ordinance Number 1396 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

- B. Consideration to adopt Resolution Number (next in order) approving the submission of the State Local Early Action Plan (LEAP) Grant application to assist in the acceleration of the housing in Perris.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR AND RECEIVE,

LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS (LOCAL EARLY ACTION PLANNING GRANTS PROGRAM OR LEAP)

- C. Consideration of an entity name change to the approved Location Agreement between the City of Perris and F21 OpCo, LLC, formerly Innovative Brand Partners, LLC a Delaware Corporation “Forever 21”.
- D. Consideration to approve the City’s Monthly Check Register for December 2020.

10. PUBLIC HEARINGS: NO 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.***

11. 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 adopt Resolution Number (next in order) establishing regulations permitting relocation of cannabis dispensary businesses.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, SUPPLEMENTING SECTIONS 5.54.120 AND 5.58.130 OF THE MUNICIPAL CODE TO ESTABLISH PERMITTING PROCEDURES FOR THE RELOCATION OF CANNABIS DISPENSARIES

Introduced by: Interim Director of Development Services Candida Neal

PUBLIC COMMENT

12. 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.***

13. 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.

14. CITY MANAGER'S REPORT:

15. 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: February 23, 2021 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_2vwsGbL_R86CmmingRujvw

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

8.A.

MEETING DATE: February 23, 2021
SUBJECT: Approval of Minutes
REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on February 9, 2021.
CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

City Attorney _____

Assistant City Manager _____ *[Signature]*

Finance Director _____

Attachments: 1. Minutes-February 9, 2021

Consent:

Public Hearing:

Business Item:

Presentation:

Other: Approval of Minutes

ATTACHMENT 1

Minutes-February 9, 2021 Regular City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: February 9, 2021

06:30 PM

Place of Meeting: City Council Chambers

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

CLOSED SESSION

ROLL CALL

A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 1 case:

1. City of Perris v. 134 Malbert LLC, Riverside County Superior Court, Case No. RIC 1903967

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

Mayor Vargas called the Regular 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: Interim City Manager Miramontes, City Attorney Dunn, City Engineer McKibbin, Assistant City Manager Carlos, Chief Information Officer Cervantes, Director of Community Services Chavez, Director of Finance Reyna, Interim Director of Development Services Neal, Director of Administrative Services Amozgar, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION:

The Invocation was given by Pastor Chris Thompson, Perris Valley Community Church.

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Rabb led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Dunn reported that the City Council met in Closed Session to discuss the items listed on the agenda, but no reportable action was taken.

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Recognition of the Inland Empire Fire Devils for participation in the American Youth Federation 2020 National Championships. At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community and it may accept awards on behalf of the City.

7. APPROVAL OF MINUTES:

- A. Approved the Minutes of the Regular Joint Meeting held on January 26, 2021 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 Marisela Magana, seconded by Rita Rogers 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.

- A. Approved California Traffic Control's request for a full local street closure on Cherokee Road between Tomahawk Road and 7th Street for one working day.
- B. Approved Quitclaim Agreements between the City of Perris and Eastern Municipal Water District (EMWD) for APN's 320-430-005 and 320-430-018 for the EMWD sewer easement as part of the Nuevo Road Bridge Reconstruction & Widening Project (CIP # S076).
- C. Approved Contract Services Agreement with Albert A Webb Associates for the Professional Engineering Design Services for Perris Valley Storm Drain Channel Trail Phase 2.
- D. Approved Contract Service Agreement with EPIC Land Solutions for Turnkey Right-of-Way Services for Perris Valley Storm Drain Channel Trail Phase 2.

- E. Approved the rejection of all bids submitted for Constructing Enchanted Hills Park.
- F. Adopted Resolution Numbers 5756 and 5757 declaring intent to form Proposed Community Facilities District No. 2021-1 (Avion Pointe/Acacia) of the City of Perris (the “CFD”) and authorize future bonded indebtedness in the amount not to exceed \$5,000,000. The CFD is located at Windflower Lane and W. Bowen Road (Avion Pointe Tract) and E. Nuevo Road and Wilson Avenue (Acacia Tract).

Resolution Number 5756 is entitled:

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2021-1 (AVION POINTE/ ACACIA) OF THE CITY OF PERRIS AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (AVION POINTE/ ACACIA)

Resolution Number 5757 is entitled:

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT NOT TO EXCEED \$5,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (AVION POINTE/ACACIA) OF THE CITY OF PERRIS

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted the First Reading of Ordinance Number 1396, and Resolution Number 5758 regarding 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 1396 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

Resolution Number 5758 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, 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.

Senior Planner Nathan Perez gave the presentation on this item.

The following Councilmember spoke:

Vargas

The Mayor opened the Public Hearing at 7:08 p.m.

The following person spoke:

Patrick Parker

The Mayor closed the Public Hearing at 7:09 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the First Reading of Ordinance Number 1396 and Resolution Number 5758, as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS:

- A. Consideration and discussion regarding Switching from At-Large City Council Elections to District Elections.

City Attorney Eric Dunn gave the presentation on this item.

The following Councilmember's spoke:

**Rabb
Rogers
Corona
Magaña**

Vargas

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

Alex Marin

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve tabling of this item until such time as Census figures are released and the Governor has lifted the emergency orders.

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

NOES:

ABSENT:

ABSTAIN:

- B. Reviewed and approved Fiscal Year 2020-21 Mid-Year Budget Report.

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

The following Councilmember's spoke:

Rabb

Corona

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the item, as presented.

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

NOES: Malcolm Corona

ABSENT:

ABSTAIN:

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**The following person spoke at Public Comment:
Douglas Corona**

12. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

13. COUNCIL COMMUNICATIONS: (Committee Reports, Agenda Items, Meeting Requests and Review etc.)

The following Councilmember's spoke:

**Corona
Magaña
Rogers
Rabb
Vargas**

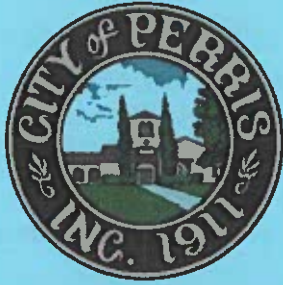
14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:36 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

9.A.

MEETING DATE: February 23, 2021

SUBJECT: Ordinance No. 1396 approving Specific Plan Amendment (SPA) 18-05292 modifying the Land Use Plan and revising the Design Guidelines for the Green Valley Specific Plan.

Applicant: Matthew Villalobos, Raintree Investment Corporation.

REQUESTED ACTION: **Second Reading and Adoption** of Ordinance No. 1396 approving SPA 18-05292.

CONTACT: Candida Neal, Interim Director of Development Services

BACKGROUND/DISCUSSION:

On February 9, 2021, the City Council introduced the first reading of Ordinance Number 1396 to unanimously approve Specific Plan Amendment (SPA) 18-05292 and adopted Resolution Number 5758 to approve Tentative Tract Maps 37262, 37722, 37223, 37816, 37817, 37818, and Development Plan Reviews 20-00005, 20-00003, and 20-00006 to facilitate the development of 1,241 dwelling units located along the northerly frontage of Ethanac Road between Goetz Road and Case Road. The proposed Specific Plan Update modifies development standards and changes the land use designations in specific areas to reflect the recent changes in regional policy described below.

- Perris Valley Airport Land Use Compatibility Plan (PV-ALUCP). The school site was relocated away from the runway hazard zone. Residentially zoned areas along the hazard zone were changed to open space. To be compatible with the PV-ALUCP, residential densities were reduced, development standards were modified, and deed restrictions adopted to protect both the airport and future homes.
- Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). To comply with the MSHCP and the San Jacinto River Study implementation measures, land use development standards in the GVSP were modified to reference the constraints required by the Riverside Conservation Authority entitlement process.
- Romoland Master Drainage Plan. The plan was revised to reflect the lands dedicated to the new flood control facilities along the previously proposed extension of Watson Road.

All the proposed changes to the GVSP are documented in Attachment 2 – Planning Commission Draft Green Valley Specific Plan which can be downloaded at <https://www.cityofperris.org/Home/ShowDocument?id=13772>. The Proposed land use changes are illustrated in Attachment 1 – Existing and Proposed Land Use Maps Green Valley Specific Plan.

The tables below depict the land use acreage between the 1990 Approved Green Valley Specific Plan and the proposed Green Valley Specific Plan Amendment for the affected portions of the Specific Plan Area. Land use changes include the entire specific plan. The changes in dwelling units only address the area located south of Watson Road.

Land Use	Approved 1990 GVSP	Specific Plan Amendment	Difference
Single-Family Residential	253.8	138.0	-115.7
Multi-Family Residential	37.4	73.8	+36.4
Commercial	14.8	5.5	-9.3
Open Space	29.5	64.0	+34.5
Parks	12.0	64.1	+52.1
Schools	13.0	15.0	+2.0
Total Acreage	360.5	360.5	


Dwelling Type	Approved 1990 GVSP	Specific Plan Amendment	Difference
Single Family Residential	1,266	623	-643
Multi-Family Residential	558	842	+284
Total Dwelling Units	1,824	1,465	-359

The Specific Plan Amendment moved residential land use designations out of the areas constrained by airport land use hazard restrictions and flood control constraints. The Update also increased densities within certain residential zones. Even with the increased densities, the revised Land Use Plan has 359 fewer dwelling units than the 1990 approved Specific Plan. To ensure that the City's housing needs are met, a condition has been added to each of the tentative tract maps requiring that the 359 units are replaced within the GVSP or other areas of the City before the first Certificate of Occupancy can be issued or residential building permit finalized.

Upon adoption, the Ordinance will become enacted thirty days thereafter (March 24, 2021).

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 
Finance Director _____

- Attachments:
1. City Council Ordinance No. 1396 with Existing and Proposed Green Valley Land Use Map
 2. Draft Green Valley Specific Plan – *Due to the size of the document file, the document is on File with the Planning Department and available online at: <https://www.cityofperris.org/Home/ShowDocument?id=13772>*
 3. City Council Submittal dated February 9, 2021

Consent: X
Public Hearing:
Business Item:

ATTACHMENT 1

**ORDINANCE 1396 with Existing and Proposed
Green Valley Land Use Map**

ORDINANCE NUMBER NO. 1396

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.

WHEREAS, the applicant, *Raintree Investment Corporation* filed Specific Plan Amendment (SPA) 18-05292; 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 for a proposal to comprehensively update the Green Valley Specific Plan (GVSP) consisting of: 1) updating architectural and development standards for reviewing development proposals; 2) updating the Land Use Plan to reflect current development constraints of the Riverside Conservation Authority, and the Perris Valley Airport; and 3) entitlement of the southerly half of the GVSP consisting of three single-family residential tracts, totaling 542 lots over 146 acres, two single-family court cluster home tracts totaling 324 lots over 36.1 acres, and a hybrid tract with 138 single-family court cluster homes and a 236 dwelling unit apartment community, totaling 1,241 dwelling units located north of Ethanac Road, south of Case Road, between Goetz Road and Green Valley Parkway within the City of Perris; and

WHEREAS, the above-mentioned Specific Plan Amendment, Tentative Tract Maps, and Development Plan Reviews as provided above (the “Project”) have been duly noticed; and

WHEREAS, Government Code Section 66300(i) permits the City to change a land use designation or zoning ordinance to a less intensive use if the city or county changes the development standards, policies, and conditions applicable to other parcels within the jurisdiction to ensure that there is no net loss in residential capacity;

WHEREAS, the Project’s parcels within the original 1990 GVSP had substantial developmental constraints associated with restrictions on development due to the Perris Valley Airport Plan expansion and the development of the Romoland Drainage Plans and such developmental constraints prevented residential land use in the manner described in the original 1990 GVSP;

WHEREAS, as a result of the developmental constraints related to the Perris Valley Airport Plan expansion and the development of the Romoland Drainage Plans, in order to residentially develop the affected Project parcels, a decrease in residential land use is necessary;

WHEREAS, without the Specific Plan Amendment, then the affected Project parcels could not be developed in a manner provided in the original 1990 GVSP, including, but not limited to, the development of residential land uses. Therefore, the Specific Plan Amendment would effectively not reduce residential land use, because it would allow the Project to go forward and aligns the Specific Plan with the developmental constraints provided above;

WHEREAS, the Specific Plan Amendment therefore would reduce residential land use from the original 1990 GVSP to address development constraints associated with the Perris Valley Airport Plan expansion and development of the Romoland Drainage Plan in order to facilitate the development of residential land uses within the Project's parcels;

WHEREAS, the Specific Plan Amendment therefore would reduce residential land use from the original 1990 GVSP to address development constraints associated with the Perris Valley Airport Plan expansion and development of the Romoland Drainage Plan;

WHEREAS, the Specific Plan Amendment will specifically reduce the number of acres designated for single-family residential units to 115.7 acres and increase the amount of land designated for multi-family units by 36.4 acres, park lands by 34.5 acres, and open space by 52.1 acres resulting in a net loss of 359 dwelling units;

WHEREAS, in order to further address the impacts of the Specific Plan Amendment as provided above, the Project applicant is conditioned to increase residential development by increasing the intensity of residential land use on other parcels within the GVSP as such parcels are entitled and developed, or by any other method deemed appropriate by the City;

WHEREAS, from December 2, 2020, through December 15, 2020, the Second Addendum to the 1990 Green Valley Specific Plan (GVSP) Final Environmental Impact Report (Final EIR) was made available for public review and comment prior to the Planning Commission's consideration of the above-referenced applications; and

WHEREAS, a Planning Commission public hearing was held on December 16, 2020, at which time all interested persons were given a full opportunity to be heard and to present evidence; and

WHEREAS, the Planning Commission considered all evidence and testimony presented at the public hearing on December 16, 2020, and voted to recommend that the City Council approve the Second Addendum to the 1990 GVSP Final EIR and adopt the Specific Plan Amendment, Tentative Tract Maps, and Development Plan Reviews; and

WHEREAS, on January 12, 2021, the City Council public hearing regarding the Second Addendum to the 1990 GVSP Final EIR, Specific Plan Amendment, Tentative Tract Maps, and Development Plan Reviews was continued to February 9, 2021 City Council meeting; and

WHEREAS, on February 9, 2021, the City Council conducted a duly noticed public hearing on the proposed Project at which time all interested persons were given full opportunity to be heard and to present evidence, and the City Council considered all oral and written testimony and materials from members of the public and City staff, including, but not limited, to presentations and staff reports, accompanying documents and exhibits; and,

WHEREAS, on September 10, 2020, the Riverside County Airport Land Use Commission (ALUC) determined that the Project Specific Plan Amendment (SPA) 18-05292; 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 is conditionally consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) and the Perris Valley Airport ALUCP based on findings and Conditions (attached and incorporated into the Planning Conditions of Approval); and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City during all Project meetings and hearings; and

WHEREAS, Chapter 19.54 of the City of Perris Municipal Code (Zoning Code, Authority and Review Procedures) authorizes the City to approve, conditionally approve, or deny requests for a Specific Plan Amendment, Development Plan Reviews, and Tentative Tract Maps; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, City Council of the City of Perris hereby ordains as follows:

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

Section 2. The City Council has reviewed and considered the environmental documentation for the Project prior to taking action on the applications. Based on the Second Addendum to the Final Environmental Impact Report (Final EIR for the GVSP for the Green Valley Specific Plan (GVSP) for the proposed Specific Plan Amendment, Tentative Tract Maps, and Development Plan Reviews, the City Council has determined that the Project will not result in any new or more severe significant environmental impacts than were previously disclosed and analyzed in the Final EIR and, specifically, based upon the above and the staff report, supporting exhibits, and all written and oral testimony presented at the December 16, 2020, Planning Commission and February 9, 2021, City Council public hearings, the City Council finds that:

A. The Second Addendum analyzes the effects of reduced residential density and total number of units for a portion of the GVSP area, an increase in the acreage of residential

development in other portions, and changes to the site and/or applicable federal, state, and local plans, policies and regulations since the GVSP was approved in 1990;

- B. As the lead agency under the California Environmental Quality Act (CEQA), the City of Perris has determined that, in accordance with Sections 15162 and 15164 of the State CEQA Guidelines, the proposed changes to the development pattern and other minor changes from the development scenario described in the Final EIR for the GVSP warranted the preparation of a Second Addendum to update the analysis provided in the 1990 Final EIR, but do not warrant the preparation of a subsequent or supplemental EIR, because the amendments do not result in any new or more severe significant environmental impacts than were previously evaluated and disclosed in the 1990 Final EIR. This determination is supported by substantial evidence contained throughout Chapter 4 of the Second Addendum and supporting technical appendices.

Because no subsequent or supplemental EIR was required or prepared, the City need not make full CEQA findings with respect to impacts resulting from the Specific Plan Amendment, Tentative Tract Maps, and Development Plan Reviews. While all effects will remain at their same respective levels of impact as they were determined in the certified 1990 Final EIR, several mitigation measures have been updated in the Second Addendum and a supplemental Mitigation Monitoring and Reporting Program (MMRP) prepared to account for more modern data, methodology, changes in rules and regulations, and physical improvements and infrastructure that have been completed since 1990.

- C. The City has complied with the California Environmental Quality Act (CEQA).
- D. These determinations of the City Council reflect the independent judgment of the City.

Section 3. The City Council further finds, based upon the forgoing, the Second Addendum to the Final Green Valley Specific Plan Environmental Impact Report (Final EIR for the GVSP) and supplemental Mitigation Monitoring and Reporting Program (MMRP), staff report, supporting exhibits, and all written and oral testimony presented at the December 16, 2020, Planning Commission and February 9, 2021, City Council public hearings, with respect to the Project that the Project will not result in a net loss of residential uses pursuant to Government Code Section 66300(i) as follows:

- A. The Project applicant is conditioned to offset the Project's reduced residential land use by increasing the intensity of residential land use on other parcels within the GVSP as such parcels are entitled and developed.
- B. Additionally, without the Specific Plan Amendment, the affected Project parcels could not be developed in a manner provided in the original 1990 GVSP, including, but not limited to, the development of residential land uses.

Section 4. The City Council further finds, based upon the forgoing, the Second Addendum to the Final Green Valley Specific Plan Environmental Impact Report (Final EIR for the GVSP and supplemental Mitigation Monitoring and Reporting Program (MMRP), staff report, supporting exhibits, and all written and oral testimony presented at the December 16, 2020,

Planning Commission and February 9, 2021, City Council public hearings, with respect to the Green Valley Specific Plan (GVSP), and pursuant to Perris Municipal Code Section 19.54.040, the following regarding Specific Plan Amendment (SPA) 18-05292:

A. ***The Specific Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.***

The GVSP is located in Planning Area (PA) 8 as designated in the City of Perris General Plan. As characterized in the General Plan (2030), there are key elements in PA 8 that affect the planning of Green Valley: Perris Airport, San Jacinto River Study, the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) areas, the Romoland Master Drainage Plan, and floodplain regulations.

• **Balanced Land Uses**

Responding to the constraints and restriction of developable land due to the Airport, San Jacinto River Study, Romoland Drainage Plan, floodplain regulations, and the Western Riverside County MSHCP has resulted in a reduction of the acres previously designated residential that can actually be developed. This has increased the amount of open space and parks since those are allowable uses within the restrictions placed by the Airport zones and the other applicable plans and regulations. The residential density within the remaining developable area of the Plan area has been increased to take advantage of the proximity to park and open space, while still providing a range of marketable housing types from traditional single family, single family court, townhomes, and apartments. The amount of park acreage provided exceeds the amount of park required under Quimby Act provisions. In the General Plan, there are three designated school sites in the GVSP area. Due to the constraints of the Perris Airport ALUCP and Western Riverside County MSHCP, only one school location is feasible. With the approval of the Romoland School District, this site has been expanded to accommodate both elementary and intermediate students.

• **Regional Circulation**

The GVSP implements the General Plan Circulation Plan with the extension of Murrieta Road north of Ethanac Road, the alignment of Green Valley Parkway and the extension of Watson Road thru the GVSP area. Murrieta Road extends beyond Ethanac Road south into the City of Menifee.

• **Open Space and Park**

The General Plan does not designate any park and open space for PA 8. The Specific Plan Amendment adds regional open space: 64 acres of Open Space and 64.1 acres of parks, including a 35.65-acre regional park that will not only serve the community of Green Valley, but the entire City of Perris.

• **Conservation and Sustainability**

To conserve water, Green Valley will have a dual system to provide potable water and reclaimed water for landscaping. In addition, the landscape palette is designed to be low water use or drought tolerant to reduce water usage. Location of neighborhood commercial and extensive parks, trails and recreational system within the community

of Green Valley will help reduce vehicle miles travelled, therefore reducing greenhouse gas emissions.

- **Complete Community**

In meeting the Goals and Objectives of the City of Perris General Plan, Green Valley is a complete community providing a variety of homes responding to different lifestyles, providing new commercial and employment areas, in addition to the existing commercial and business centers. The plan provides a full array of private recreation facilities, neighborhood parks, a regional park, community and regional trails, and community and regional open space. A comprehensive Design Guidelines Chapter is provided in the Specific Plan Amendment to ensure that the Green Valley community is a quality place to live, work and play.

B. *The Specific Plan Amendment provides adequate text and diagrams to adequately address the following issues in detail:*

a. The distribution, location, and extent of the uses of land, including open space, within the area covered by the GVSP.

As stated in Section 2.1 – Land Use Plan, the Specific Plan Amendment provides for development of the 360.5 acres consisting of 211.9 acres of residential, 5.5 acres of commercial, 64.1 acres of public parks, a 15.0-acre public school site, and 64.0 acres of open space land uses. The mix of land uses proposed in the GVSP community will serve to create a dynamic full-service community with residents, shopping and recreation areas closely linked together, thereby reducing the need to commute out of the area, with all the inherent environmental and safety implications. The planned community approach to development assures the Project will function properly in respect to land use, circulation, drainage, and water and sewer issues. A comprehensive master plan, such as proposed in the GVSP, provides the opportunity to create unifying design themes in the land use distribution through implementation of common streetscape and landscape elements, fencing and wall designs, colors and textures, cohesive signage, common architectural objectives and appropriately scaled street furnishings. These are described and depicted in detail in the Design Guidelines.

Also included in Section 2.1 is Figure 2-1, Conceptual Land Use Plan, and Table 2-1, Green Valley Statistical Summary.

b. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Specific Plan Amendment and needed to support the land uses described in the GVSP.

Section 2.6 – Circulation Plan, of the Specific Plan Amendment describes the Approach, Plan Description, and Development Standards for vehicular and non-vehicular circulation within the Specific Plan area. Figures 2-9 – Circulation Plan, and 2-10 – Pedestrian Circulation depict locations for the circulation improvements. Figure 2-11 depicts the proposed street cross sections within the Specific Plan area.

Section 2.5 – Water and Sewer Plan, of the Specific Plan Amendment describes the Approach, Plan Description, and Development Standards for water, sewer, and reclaimed wastewater facilities within the Specific Plan area. Figures 2-6 – Water Plan, 2-7 – Sewer Plan and 2-8 – Reclaimed Water Plan depict locations for these infrastructure improvements.

Section 2.4 – Drainage Plan, of the Specific Plan Amendment describes the Approach, Plan Description, and Development Standards for drainage facilities within the Specific Plan Area. Figure 2-4 – Drainage Plan, depicts locations for the drainage improvements. Figure 2-5 depicts the proposed swale cross sections within the Specific Plan area.

Section 2.3 – Comprehensive Grading Plan, of the Specific Plan Amendment describes the Approach, Plan Description, and Development Standards for grading within the Specific Plan area. Figure 2-3 – Grading Plan, depicts the proposed grading in the Specific Plan area.

c. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

Chapter 3 – Specific Plan Zoning, of the Specific Plan Amendment provides the development regulations for the each of the nine zoning districts within the Specific Plan area:

- Section 3-1 – R-7,200 – R-8,000 Residential Standards
- Section 3-2 – R-6,000 – R-7,200 Residential Standards
- Section 3-3 – R-5,500 – R-6,000 Residential Standards
- Section 3-4 – Multi-Family Residential Standards
- Section 3-5 – Retail Commercial Standards
- Section 3-6 – Business/Professional Standards
- Section 3-7 – Light Industrial Standards
- Section 3-8 – Public Facilities Standards
- Section 3-9 – Open Space Standards

Lotting diagrams depicting development standards are also included. Section 1.4.4 – Conservation and Sustainability, of the Specific Plan Amendment describes the techniques utilized for the conservation of natural resources.

Chapter 4 – Design Guidelines provides guiding principles, guidelines and architectural styles for the residential development within the Specific Plan area. Also included are site planning, lot coverage, and architectural guidelines for the commercial, business and professional, and light industrial uses. A comprehensive landscape plan is provided that addresses community design, entries, monumentation, streetscapes, walls and fences, and street furniture guidelines. A Landscape Master Community Plant Matrix is included that assures common landscape themes throughout the Specific Plan area.

- d. A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.**

Section 2.2 – Phasing Plan, of the Specific Plan Amendment describes how the infrastructure detailed in Chapter 2 is required to assure that development proceeds in a logical manner and all facilities are in place. Chapter 3 – Specific Plan Zoning assures quality and consistent development throughout the Specific Plan area. Section 4.5 – Design Review Process of Chapter 4 – Design Guidelines details a Design Review process that will assure quality development within Green Valley is consistent with the standards and guidelines described in the GVSP.

Section 4. Based upon the forgoing, the City Council hereby approves the Second Addendum to the 1990 Final Green Valley Specific Plan Environmental Impact Report and supplemental Mitigation Monitoring and Reporting Program (MMRP) and Specific Plan Amendment (SPA) 18-05292 based on the information and findings presented and supporting exhibits, including, but not limited to, all written and oral testimony presented at the December 16, 2020, Planning Commission and February 9, 2021, City Council public hearings, and subject to the attached Conditions of Approval.

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

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

ADOPTED, SIGNED and APPROVED this 9th day of February 2021.

Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

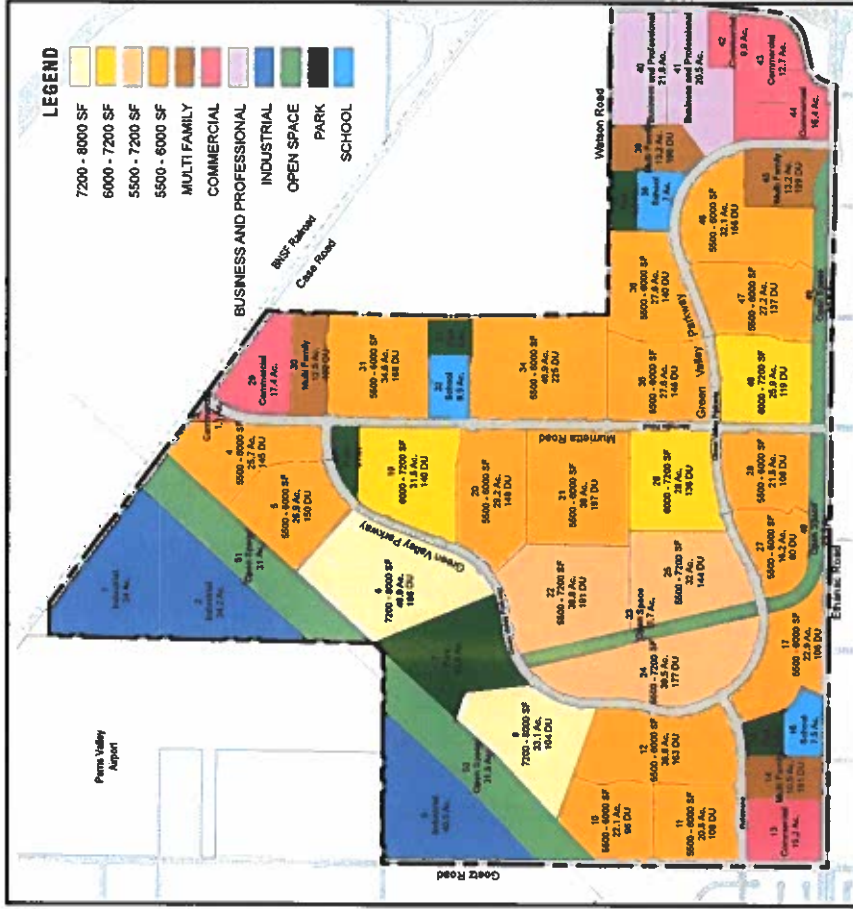
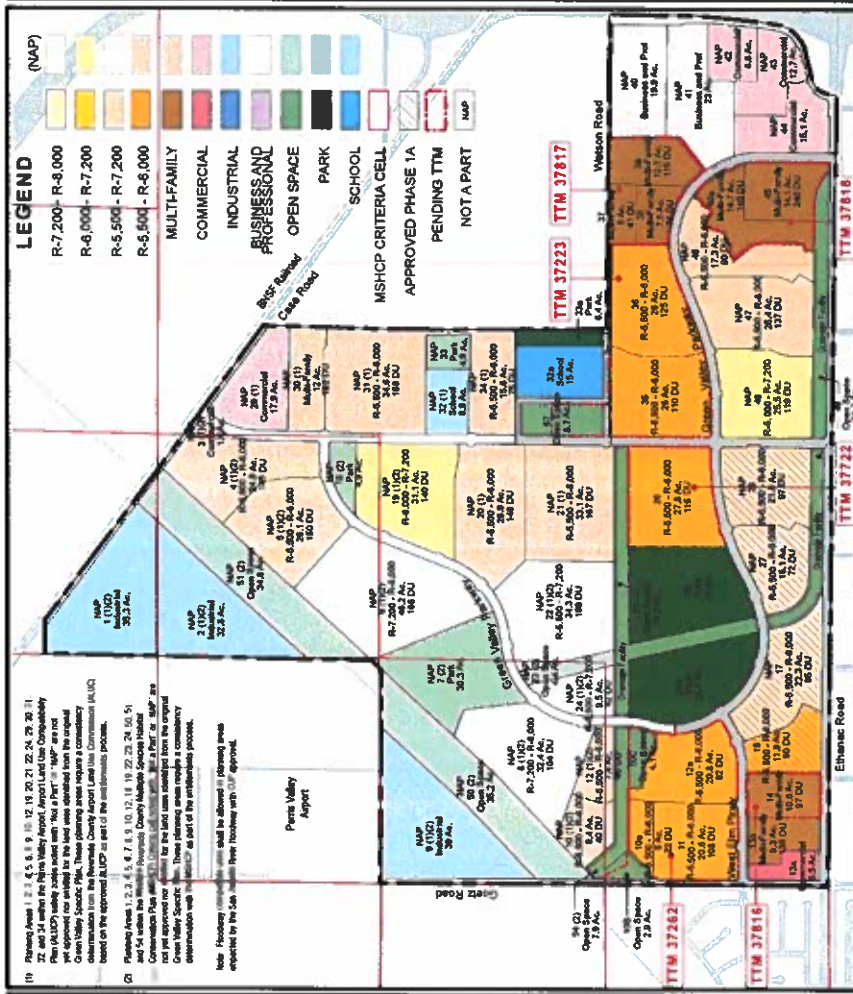
I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number 1396 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 9th day of February by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment: Existing and Proposed Green Valley Land Use Map

LAND USE PLAN COMPARISON



2020 PROPOSED LAND USE PLAN

1990 APPROVED LAND USE PLAN



Not to Scale

ATTACHMENT 2

Green Valley Specific Plan – *Due to the size of document file, the document is on File with the Planning Department and available online at:*
<https://www.cityofperris.org/Home/ShowDocument?id=13772>

ATTACHMENT 3
CITY COUNCIL SUBMITTAL DATED FEBRUARY 9,
2021



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE:

February 9, 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) and including the following applications:

1. **Specific Plan Amendment (SPA) 18-05292** modifying the Land Use Plan and revising the Design Guidelines for the Green Valley Specific Plan.
2. **Single Family Residential Tract Maps** including:
 - 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.
3. **Multi-Family Residential Tracts and Related Development** including:
 - a. **Tentative Tract Map 37816 / TTM 20-05089 & DPR 20-00005** for 97 MFR lots;
 - b. **Tentative Tract Map 37817 / TTM 20-05090 / DPR 20-00003** for 228 MFR lots; and
 - c. **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.

Applicant: Matthew Villalobos, Raintree Investment Corporation.

REQUESTED ACTION:

Introduction and First Reading of Ordinance Number (*next in order*) adopting SPA 18-05292.

Adopt Resolution Number (*next in order*), subject to approval of SPA 18-95292, approving Tentative Tract Map 37262 / TTM 18-05000, Tentative Tract Map 37222 / TTM 19-05233, Tentative Tract Map 37223 / TTM 19-05233, Tentative Tract Map 37816 / TTM 20-05089 & PR 20-00005, Tentative Tract Map 37817 / TTM 20-05090 / DPR 20-00003 Tentative Tract Map 37818 / TTM 20-05118 & DPR 20-00006.

CONTACT:

Candida Neal, Interim Director of Development Services

BACKGROUND/DISCUSSION:

The Green Valley Specific Plan (GVSP) is a master-planned community originally adopted by the City Council on March 5, 1990, totaling 1,269 acres of land envisioned to have 3,460 single-family detached homes, 750 multi-family units, 42.3 acres of business and professional office space, 72.7 acres of commercial retail, 108.7 acres of industrial, 24 acres for three school sites, and 51.1 acres of public parks to be developed in four phases totaling 48 planning areas. Since the original approval, only the following two projects have been approved: the Perris Crossing Shopping Center located at the northwest corner of Ethanac Road and Goetz Road and two tentative tract maps for 314 single-family homes north of Ethanac Road and west of Murrieta Road.

Over the years, high costs related to flood control management inhibited development of the GVSP. With the Riverside County Flood Control District Line "A" construction project (Romoland Master Drainage Plan), flood control costs were significantly reduced. Excavation of the storm drain channel through the GVSP site made available enough excess soil to raise the area south of Watson Road above the Flood Zone at a viable cost. However, areas north of Watson Road remain impacted by flood control issues.

With the area south of Watson Road available for development, the developer and the City realized that the GVSP did not reflect current development trends and architectural styles. In addition, the existing plan does not comply with current State and local regulations and policies governing school location, habitat conservation, airport land use compatibility, and drainage. To update the plan and allow the development of the six tracts proposed south of Watson Road, a comprehensive update of the specific plan was prepared.

On December 16, 2020, the Planning Commission voted 3-0-1 (Hernandez - abstained) to recommend that the City Council approve the Green Valley Specific Plan Update and six residential tracts maps with 1,241 dwelling units. Commissioner Hernandez recused himself due to a potential conflict of interest, as his residence is located within 1,000 feet from the project site. In recommending approval of the Project, the Planning Commission noted the Project's diversity in housing types (i.e., single-family housing, cluster-homes, and apartments) and enhanced architecture in supporting the Project. They also supported the network of trails and bicycle pathways that connects to the regional trails network along the San Jacinto River and the Perris Crossing shopping center at Ethanac Road and Case Road.

This project was originally scheduled for the City Council meeting on January 12, 2021, but the project was continued at the applicant's request to the February 9, 2021, Council meeting. Continuing the item allowed the applicant additional time to work with staff and the Parks and Recreation Committee on proposed revisions to the previously adopted MOU for the construction of the park.

SPECIFIC PLAN UPDATE:

The proposed Specific Plan Update modifies development standards and changes the land use designations in specific areas to reflect the recent changes in regional policy described below.

- Perris Valley Airport Land Use Compatibility Plan (PV-ALUCP). The school site was relocated away from the runway hazard zone. Residentially zoned areas along the hazard zone were changed to open space. To be compatible with the PV-ALUCP, residential densities were reduced, development standards were modified, and deed restrictions adopted to protect both the airport and future homes.
- Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). To comply with the MSHCP and the San Jacinto River Study implementation measures, land use development standards in the GVSP were modified to reference the constraints required by the Riverside Conservation Authority entitlement process.

- Romoland Master Drainage Plan. The plan was revised to reflect the lands dedicated to the new flood control facilities along the previously proposed extension of Watson Road.

All the proposed changes to the GVSP are documented in Attachment 17 – Planning Commission Draft Green Valley Specific Plan which can be downloaded at <https://www.cityofperris.org/Home/ShowDocument?id=13772>. The Proposed land use changes are illustrated in Attachment 6 – Existing and Proposed Land Use Maps Green Valley Specific Plan.

The tables below depict the land use acreage between the 1990 Approved Green Valley Specific Plan and the proposed Green Valley Specific Plan Amendment for the affected portions of the Specific Plan Area. Land use changes include the entire specific plan. The changes in dwelling units only address the area located south of Watson Road.

Land Use	Approved 1990 GVSP	Specific Plan Amendment	Difference
Single-Family Residential	253.8	138.0	-115.7
Multi-Family Residential	37.4	73.8	+36.4
Commercial	14.8	5.5	-9.3
Open Space	29.5	64.0	+34.5
Parks	12.0	64.1	+52.1
Schools	13.0	15.0	+2.0
Total Acreage	360.5	360.5	

Dwelling Type	Approved 1990 GVSP	Specific Plan Amendment	Difference
Single Family Residential	1,266	623	-643
Multi-Family Residential	558	842	+284
Total Dwelling Units	1,824	1,465	-359

The Specific Plan Amendment moved residential land use designations out of the areas constrained by airport land use hazard restrictions and flood control constraints. The Update also increased densities within certain residential zones. Even with the increased densities, the revised Land Use Plan has 359 fewer dwelling units than the 1990 approved Specific Plan.

Realistically, the lands designated for residential housing development in 1990 could not be developed due to these constraints. After 30 years, the proposed land uses changes will allow housing to be constructed in an area that was considered for many years undevelopable. To ensure that the City's housing needs will be met, a condition has been added to each of the tentative tract maps requiring that the 359 units be replaced within the GVSP or other areas of the City before the first Certificate of Occupancy can be issued or residential building permit finalized.

TRACT MAPS:

The project proposal entitles the southerly half of the GVSP south of Watson Road with six residential tracts comprised of 1,241 residential units. The project includes three single-family residential tracts (TTMs 37262, 37722, and 37223), two single-family court cluster home community (TTMs 37816, and 37817), and a hybrid tract with single-family court cluster homes and an apartment community (TTM 37818). totaling 1,241 dwelling units. The following table summarizes the proposed development:

TRACT MAP	LOCATION	LAND USE	UNIT COUNT	ACREAGE
TTM 37262	NE corner of Goetz Rd and West Elm Parkway	R-5500-6000 (Single-Family Tract)	191	37.36 acres
TTM 37222	NW corner of Murrieta Road and Green Valley Parkway	R-5500-6000 (Single-Family Tract)	116	19.4 acres
TTM 37223	NE Murrieta Road and Road and Green Valley Parkway	R-5500-6000 (Single-Family Tract)	235	37.37 acres
TTM 37816 / DPR 20-00005	S. Side of Green Valley Parkway and 400-ft east of Goetz Road	Multi-Family (Cluster Homes)	97	10.6 acres
TTM 37817 / DPR 20-00003	NE corner of Green Valley Parkway and Murrieta Road	Multi-Family (Cluster Homes)	228	25.3 acres
TTM 37818 / DPR 20-00006	NW corner of Ethanac Road and Green Valley Parkway	Multi-Family (Cluster Homes & Apartment Community)	138 cluster lots 236 apt units	14.7 acres 14.1 acres
TOTAL	Acres Developed:	158.83		
	Single Family Residences:	542		
	Cluster Homes:	463		
	Apartment Community:	236		
	Total Units:	1,241		

Homes within the six residential tracts are designed in a variety of architectural styles and with enhancements that create a high-quality project for the Specific Plan community. The multi-family cluster homes and apartment community tracts include amenities such as clubhouses, Homeowners Association-owned parks, and swimming pools. A plan illustrating the six residential tracts is included as Attachment 7. Tract maps and landscape exhibits for each of the tentative tract maps are presented in Attachments 9 through 14.

MEMORANDUM OF UNDERSTANDING FOR PARK CONSTRUCTION:

On September 24, 2019, the City Council approved an MOU with Raintree Investment Corporation defining park development and construction in connection with the two existing tracts in the area south of Watson Road. The MOU approved in September 2019 stipulates that the developer will be reimbursed through park fees collected from the Green Valley Specific Plan area residences, as the park fees are collected. It also required that the park construction begin when the first building permit is issued within one of the six tracts proposed under this project and must be completed one year thereafter. Since the developer is now proposing to develop six new tracts, the scope of the park improvements have increased and resulted in the park now being developed in two phases. This requires an amendment to the existing MOU to address the park construction schedule and terms. After discussions with the developer, the park construction for Phase 1 is proposed to start until the 100th building permit is issued. Phase 2 is proposed to start at the issuance of the 650th building permit. The developer is concerned that early in the development process the City will not have collected enough monies from the park fees to pay for construction. The MOU will be required to be approved prior to recordation of any tract maps under this application.

Phase 1, approximately 22 acres, will include park improvements with an estimated cost of \$6.2 million. Although the Phase 2 project design has not been approved by the Parks and Recreation Committee, the development cost for the additional 9 acres is estimated at \$4.4 million. Total cost park development costs are approximately \$10.6 million. Approximately \$11.3 million in park fees will be collected from the 1,241 units proposed south of Watson Road.

On January 20, 2021, the Parks and Recreation Subcommittee reviewed the proposed phasing plan and revised construction schedule. The subcommittee expressed concern regarding the start of construction of Phase 2. At that time, the developer was proposing to start Phase 2 at the issuance of the 850th building

permit and directed staff to work with the developer to move the start date sooner. Since then, the developer has agreed to move the start date to the 650th permit.

The amended MOU will be designed to coordinate the park construction and the building construction schedules. Although the MOU modifications will extend the construction schedule, they will ensure that the City has the monies available to reimburse the developer as the construction proceeds. With issuance of the 100th building permit approximately \$3.2 million in park fees will have been collected. At the completion of Phase 1, over approximately \$4.9 million park fees will have been collected and the applicant will also be eligible for a \$2 million TUMF Fee credit. This has allowed the developer to start construction of Phase 1 with the 100th building permit. Previously, the developer was proposing to start Phase 1 at the 200th permit. It is estimated \$8.2 million will have been collected at the completion of Phase 2. The TUMF Fee credit agreement and MOU will be brought back to the City Council for review and approval at a later time.

ENVIRONMENTAL DETERMINATION:

An Addendum to the Final Environmental Impact Report (Final EIR) for the Green Valley Specific Plan (GVSP) has been prepared to evaluate amendments to the GVSP, which determined that the amendments would not result in any new or more significant impacts than were previously disclosed and analyzed in the Final EIR for the GVSP. Detailed project information is provided in the staff report, conditions of approval, and the Addendum Final EIR. Also, a public notice was sent to property owners within 300 feet from the project site. As of writing of this report, no comments in opposition have been received by staff. The environmental documents are included as Attachment 15 and available on line at <https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-262>

RECOMMENDATION:

Staff is recommending that the City Council introduce First Reading of Ordinance Number (*next in order*) to approve Specific Plan Amendment (SPA) 18-05292, adopt Resolution (*next in order*) to approve 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, Tentative Tract Map 37818 (TTM20-05118) and Development Plan Review (DPR) 20-00006, and approve the restated MOU for the park construction associated with the Project.

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 _____
Finance Director _____

- ~~**Attachments:**~~
- ~~1. Resolution No. (Next in Order)~~
 - ~~2. Ordinance No. (Next in Order)~~
 - ~~3. Conditions of Approval (Planning, Engineering, Public Works, Building, Community Services, and MMRP)~~
 - ~~4. Vicinity Map~~
 - ~~5. Aerial Map~~

6. Existing and Proposed Green Valley Land Use Map
7. Site Plan Overview of the Six Residential Tracts
8. Proposed Park Phases 1 and 2
9. TTM 37262 map and landscape exhibit (Single-Family Tract)
10. TTM 37722 map and landscape exhibit (Single-Family Tract)
11. TTM 37223 map and landscape exhibit (Single-Family Tract)
12. TTM 37816 map, landscape exhibit, and architecture (Single Family Court) - *Due to the size of document files, the plans are on File with the Planning Department and available online at: <https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-249>*
13. TTM 37817 map, landscape exhibit, and architecture (Single Family Court) - *Due to the size of document files, the plans are on File with the Planning Department and available online at: <https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-250>*
14. TTM 37818 map, landscape exhibit, and architecture (Single Family Court and Apartment Community) - *Due to the size of document files, the plans are on File with the Planning Department and available online at: <https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-251>*
15. Addendum EIR with associated studies – *Due to the size of document files, the documents are on File with the Planning Department and available online at: <https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-262>*
16. PC Staff Report Package dated December 16, 2020 – *Due to the files' size, only the PC Submittal, Staff Report and PC Resolution are included; the remaining Planning Commission documents are available online at: <https://www.cityofperris.org/Home/ShowDocument?id=13826>*
17. Draft Green Valley Specific Plan – *Due to the size of document file, the document is on File with the Planning Department and available online at: <https://www.cityofperris.org/Home/ShowDocument?id=13772>*

Consent:
Public Hearing: X
Business Item:



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 23, 2021

SUBJECT: State Local Early Action Plan (LEAP) Grant application to assist in the acceleration of the housing in Perris.

REQUESTED ACTION: Adopt Resolution No. (Next in order) to authorize the City Manager, or designee, to submit the State LEAP planning grant to assist in the acceleration of housing in the City of Perris.

CONTACT: Candida Neal, Interim Director of Development Services

BACKGROUND/DISCUSSION:

In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to prioritize planning activities that accelerate housing production. With this allocation, the State Department of Housing and Community Development (HCD) established LEAP, with \$119 million allocated for cities and counties. LEAP provides one-time grant funding to update planning documents and implement process improvements that facilitate the acceleration of housing production and help local governments prepare for their sixth-cycle Regional Housing Needs Allocation (RHNA). The LEAP funds are in addition to the \$102,000 the City was awarded last year from the State's SB 2 Grant Program to support the preparation of the City's Housing Element update.

The City of Perris is eligible to receive a \$300,000 LEAP grant based on the local population. To obtain the grant, an application from the City Manager with a basic program outline is required to access these funds. The City has submitted the LEAP grant application and must follow-up with a resolution to formalize the submittal. The LEAP application provides direct grants with no required local matching funds, complemented with technical assistance to local governments to prepare and adopt planning documents and process improvements that accelerate housing production and facilitate meeting RHNA.

If the grant is awarded, the City will use LEAP funds to prepare a Supplemental Environment Impact Report (SEIR) for the Perris Downtown Specific Plan (DTSP). The certified environmental impact report (EIR), was prepared as a Program EIR and does not consider the impacts of individual projects. As a result, every large-scale residential project within the DTSP must prepare new CEQA documents for entitlement, increasing the costs and time required to develop housing. The proposed SEIR will provide project-level CEQA clearance for all residentially and mixed-used zoned parcels in the DTSP. If projects meet specific Performance Criteria outlined in the SEIR, they will be considered Categorically Exempt or if the project is found to be statutory exempt pursuant to CEQA. If SEIR

costs are less than \$300,000, the City will use the remaining monies to update its permitting software, GIS system and purchase additional hardware to expedite residential permit processing.

STAFF RECOMMENDATION:

Staff recommends the City adopt Resolution No. (Next in order) to authorize the City Manager, or designee, to submit the State LEAP planning grant application to assist in accelerating housing in the City of Perris. Adoption of the Resolution is necessary to apply for the LEAP grant and to be eligible to receive \$300,000 for preparing a Supplemental EIR for the Downtown Specific Plan.

BUDGET (or FISCAL) IMPACT: No impact on the General Fund. Cost for staff preparation of this item is covered in the current budget. All expenses associated with the Supplemental EIR will be covered by the grant.

Prepared by: Kenneth Phung, Planning Manager

City Attorney _____
Assistant City Manager _____
Finance Director _____



Consent: February 23, 2021

Attachments: 1. Resolution No. (Next in order)
2. LEAP Application

ATTACHMENT 1

RESOLUTION NO. (NEXT IN ORDER)

RESOLUTION NO. (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR AND RECEIVE, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS (LOCAL EARLY ACTION PLANNING GRANTS PROGRAM OR LEAP)

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to the Department as the Local Early Action Planning Grant program or LEAP); and

WHEREAS, the City Council of the City of Perris desires to submit a LEAP grant application package (Application), on the funds provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA); and

WHEREAS, the Department has issued a NOFA and Application on January 7, 2020, in the amount of \$119,040,000 for assistance to all California Jurisdictions; and

WHEREAS, the City of Perris is applying for a LEAP grant in the amount of \$300,000.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Perris (Applicant) resolves as follows:

SECTION 1. The City Council hereby authorizes and directs the City Manager, or Designee, of the City of Perris to apply for and submit to the Department the Application;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, City Administrator, or Designee, of the City of Perris is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$300,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto.

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

SECTION 4. The City Manager, or Designee, of the City of Perris is authorized to execute the City of Perris's LEAP Program application, the LEAP Grant Documents, and any amendments thereto, on behalf of the City of Perris as required by the Department for receipt of the LEAP Grant.

SECTION 5. The Mayor shall sign this Resolution, and the City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and ***APPROVED*** this __ day of _____, 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, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of _____, 2021, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

City Clerk, Nancy Salazar

ATTACHMENT 2
LEAP APPLICATION

Local Early Action Planning Grant Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Doug McCauley, Acting Director
Department of Housing and Community Development**

**Zachary Olmsted, Deputy Director
Department of Housing and Community Development
Housing Policy Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

LEAP Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Local Early Action Planning Grants (LEAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05. LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing need assessment. If you have questions regarding this application or LEAP, email earlyactionplanning@hcd.ca.gov.

If approved for funding, the LEAP application is incorporated as part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

All applicants must submit a complete, signed, original application package and digital copy on CD or USB flash drive to the Department and postmarked by the specified due date in the NOFA. Applicants will demonstrate consistency with LEAP requirements by utilizing the following forms and manner prescribed in this application.

- Pages 3 through 14 constitute the full application (save paper, print only what is needed)
- Attachment 1: Project Timeline and Budget: Including high-level tasks, sub-tasks, begin and end dates, budgeted amounts, deliverables, and adoption and implementation dates.
- Attachment 2: Nexus to Accelerating Housing Production
- Attachment 3: State and Other Planning Priorities
- Attachment 4: Required Resolution Template
- Government Agency Taxpayer ID Form (available as a download from the LEAP webpage located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>)
- If the applicant is partnering with another local government or other entity, include a copy of the legally binding agreement; and
- Supporting documentation (e.g., letters of support, scope of work, project timelines, etc.)

Pursuant to Section XII of the LEAP 2020 Notice of Funding Availability (NOFA), the application package must be postmarked on or before July 1, 2020, and received by the Department at the following address:

**Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

A. Applicant Information and Certification

Applicant (Jurisdiction)		City of Perris			
Applicant's Agency Type		City Government			
Applicant's Mailing Address		101 North "d" Street			
City		Perris			
State	California	Zip Code	92570-1998		
County		Riverside			
Website		cityofperris.org			
Authorized Representative Name		Clara Miramontes			
Authorized Representative Title		Interim City Manager			
Phone	951-943-6100	Fax	951-943-4246		
Email	cmiramontes@cityofperris.org				
Contact Person Name		Candida Neal			
Contact Person Title		Interim Development Services Director			
Phone	951-943-5003	Fax	951-943-8379		
Email	cneal@cityofperris.org				
Proposed Grant Amount	\$	300,000.00			
<p><i>Pursuant to Health and Safety Code Section 50515.03 through (d) of the Guidelines, all applicants must meet the following two requirements to be eligible for an award:</i></p>					
<p>1. Does the application demonstrate a nexus to accelerating housing production as shown in Attachment 2?</p>		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<p>2. Does the application demonstrate that the applicant is consistent with State Planning or Other Priorities shown in Attachment 3?</p>		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<p>Is a fully executed resolution included with the application package?</p>		Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
<p>Does the address on the Government Agency Taxpayer ID Form exactly match the address listed above?</p>		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<p>Is the applicant partnering with another eligible local government entity? If Yes, provide a fully executed copy of the legally binding agreement.</p>		Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Local Early Action Planning Program (LEAP), the CITY OF PERRIS assumes the responsibilities specified in the Notice of Funding Availability and certifies that the information, statements and other contents contained in this application are true and correct.

Signature: _____ Name: Clara Miramontes

Date: January 28, 2021 Title: Interim City Manager

B. Proposed Activities Checklist

Check all activities the locality is undertaking. Activities must match the project description.		
1	<input checked="" type="checkbox"/>	Rezoning and encouraging development by updating planning documents and zoning ordinances, such as general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs
2	<input checked="" type="checkbox"/>	Completing environmental clearance to eliminate the need for project-specific review
3	<input type="checkbox"/>	Establishing housing incentive zones or other area based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code
4	<input type="checkbox"/>	Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents
5	<input type="checkbox"/>	Planning documents to promote development of publicly owned land such as partnering with other local entities to identify and prepare excess or surplus property for residential development
6	<input checked="" type="checkbox"/>	Revamping local planning processes to speed up housing production
7	<input type="checkbox"/>	Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code
8	<input type="checkbox"/>	Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
9	<input checked="" type="checkbox"/>	Rezoning to meet requirements pursuant to Government Code Section 65583(c)(1) and other rezoning efforts to comply with housing element requirements, including Government Code Section 65583.2(c) (AB 1397, Statutes of 2018)
10	<input type="checkbox"/>	Upzoning or other implementation measures to intensify land use patterns in strategic locations such as close proximity to transit, jobs or other amenities
11	<input type="checkbox"/>	Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps); Establishing Pre-approved architectural and site plans
12	<input type="checkbox"/>	Preparing and adopting housing elements of the general plan that include an implementation component to facilitate compliance with the sixth cycle RHNA
13	<input type="checkbox"/>	Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) that accommodate the development of housing and infrastructure and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation
14	<input type="checkbox"/>	Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
15	<input type="checkbox"/>	Zoning incentives for housing for persons with special needs, including persons with developmental disabilities
16	<input type="checkbox"/>	Planning documents related to carrying out a local or regional housing trust fund
17	<input type="checkbox"/>	Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15% of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production
18	<input checked="" type="checkbox"/>	Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production
19	<input type="checkbox"/>	Establishing Prohousing Policies

C. Project Description

*Provide a description of the project and each activity using the method outlined below, and ensure the narrative speaks to **Attachment 1: Project Timeline and Budget.***

- a. Summary of the Project and its impact on accelerating production*
- b. Description of the tasks and major sub-tasks*
- c. Summary of the plans for adoption or implementation*

Please be succinct and use Appendix A or B if more room is needed.

The City will use LEAP funds to prepare a programmatic Environment Impact Report for the Perris Downtown Specific Plan.

a. Summary of Project on its impact on accelerating production.

The LEAP monies will be used to prepare a Supplemental Environmental Impact Report (SEIR) for the City of Perris Downtown Specific Plan Residential and Mixed Use Zoning Districts.

In the City of Perris land use is regulated not be traditional zoning but with specific plans that were adopted with project level environmental impact reports (EIRs). These EIRS allow new residential projects, even large developments, to be entitled with minimal or no additional California Environmental Quality Act (CEQA) compliance documentation. However, the City of Perris Downtown Specific Plan (DTSP) was prepared as a Program EIR. As a result, residential projects within the DTSP must prepare new CEQA documents for entitlement, increasing the costs and time required to develop housing.

The proposed SEIR will provide project-level CEQA clearance for all residentially and mixed used parcels in the DTSP. If projects meet specific Performance Criteria outlined in the SEIR, they will be considered Categorically Exempt.

If SEIR costs are less then \$300,000, the City would like to use the remaining monies to update its permitting software, GIS system and purchase additional hardware to expedite residential permit processing.

b. Description of the tasks and major sub-task

See attachment 1

D. Legislative Information

District	#	Legislator Name
Federal Congressional District	41	Mark Takano
State Assembly District	61	Jose Medina
State Senate District	31	Richard Roth

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

Attachment 1: Project Timeline and Budget: (if more room is needed, duplicate Attachment 1 or add attachment labeled Attachment 1A)

Task	Est. Cost	Begin	End	Deliverable	Notes
Project Description	\$ 2,500	3/1/21	4/1/21	Project Description for RFP	
Prepare and Circulate RFP	\$ 2,500	3/1/21	4/1/21	Request for Proposal	
Consultant Selection	\$ 2,500	4/1/21	4/15/21		
NOP and Scoping	\$ 1,000	4/15/21	5/30/21	Notice of Preparation	Scoping Meeting
Environmental Studies	\$ 100,000	5/1/21	8/1/21		
Environmental Analysis	\$ 55,000	7/1/21	11/1/21		
Administrative Draft SEIR	\$ 55,000	11/1/21	1/15/22	Admin Draft SEIR	Includes Performance Standards
City Review Admin Draft SEIR	\$ 5,000	1/15/22	2/15/22	City / Staff Review	
Draft SEIR Complete	\$ 5,000	2/15/22	3/1/22		
Draft SEIR Circulation	\$ 1,000	3/10/22	5/1/22	NOC and Draft Document	
Final EIR Preparation & Circulation	\$ 50,000	5/1/22	7/15/22	Final EIR, Findings and SOOC	
Planning Commission Consideration	\$ 2,500	7/15/22	9/15/22		
City Council Certification	\$ 2,500	9/15/22	10/15/22		
Notice of Determination	\$ 500	10/15/22	10/31/22	Project Complete	
Contingency	\$ 15,000				
Total Projected Cost \$	300000				

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), budget amounts, begin and end dates and deliverables. If other funding is used, please note the source and amount in the Notes section.

Attachment 2: Application Nexus to Accelerating Housing Production

Applicants shall demonstrate how the application includes a nexus to accelerating housing production by providing data regarding current baseline conditions and projected outcomes such as a reduction in timing, lower development costs, increased approval certainty, increases in number of entitlements, more feasibility, or increases in capacity. An expected outcome should be provided for each proposed deliverable. If necessary, use Appendix B to explain the activity and its nexus to accelerating housing production.

Select at least one	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)	14 months	0 months	14 months	Eliminate CEQA Processing times based on EIR.
Development cost (e.g., land, fees, financing, construction costs per unit)	\$150,000	0	\$150,000	Eliminate CEQA processing, based on EIR preparation.
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)				

*** Baseline – Current conditions in the jurisdiction (e.g. 6-month development application review, or existing number of units in a planning area)**

****Projected – Expected conditions in the jurisdiction because of the planning grant actions (e.g. 2-month development application review)**

*****Difference – Potential change resulting from the planning grant actions (e.g., 4-month acceleration in permitting, creating a more expedient development process)**

Attachment 3: State and Other Planning Priorities Certification (Page 1 of 3)

Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by selecting from the list below activities that are proposed as part of this application or were completed within the last five years. Briefly summarize the activity and insert a date of completion.

State Planning Priorities

Date of Completion	Brief Description of the Action Taken
Promote Infill and Equity	
<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>	
	Romoland Flood Control Channel - Removed land from the floodplain and has permitted additional development. Over 1,200 units are entitled in the area. More land is available for future development
<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>	
	The City is developing a Geographic Information System to provide
<i>Other (describe how this meets subarea objective)</i>	
Promote Resource Protection	
<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>	
	The City recently rezoned land to comply with the Riverside Conservation Area Multi-Species Habitat Conservation Plan
<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Encourage Efficient Development Patterns	
<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>	
<i>(1) Uses land efficiently.</i>	

Attachment 3: State and Other Planning Priorities Certification (Page 2 of 3)

	<i>(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.</i>
	<i>(3) Is located in an area appropriately planned for growth.</i>
	<i>(4) Is served by adequate transportation and other essential utilities and services.</i>
	<i>(5) Minimizes ongoing costs to taxpayers.</i>
	<i>Other (describe how this meets subarea objective)</i>

Other Planning Priorities

Affordability and Housing Choices	
	<i>Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.</i>
	<i>Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.</i>
	<i>Upzoning or other zoning modifications to promote a variety of housing choices and densities.</i>
	<i>Utilizing surplus lands to promote affordable housing choices.</i>
	<i>Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.</i>
	<i>Other (describe how this meets subarea objective)</i>

Attachment 3: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock

Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.

Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.

Other (describe how this meets subarea objective)

Climate Adaptation

Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.

Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.

Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).

Other (describe how this meets subarea objective)

Certification: I certify under penalty of perjury that all information contained in this LEAP State Planning and Other Planning Priorities certification form (Attachment 2) is true and correct.

Certifying Officials Name: Clara Miramontes

Certifying Official's Title: Interim City Manager

Certifying Official's Signature: _____ Date: 1/28/21

Attachment 4: Required Resolution Template

RESOLUTION NO. [insert resolution number]

A RESOLUTION OF THE [INSERT EITHER "CITY COUNCIL" OR "COUNTY BOARD OF SUPERVISORS"] OF [INSERT THE NAME OF THE CITY OR COUNTY] AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the [insert either "City Council" or "County Board of Supervisors"] of [insert the name of the City or County] desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the [insert either "City Council" or "County Board of Supervisors"] of [insert the name of the city or county] ("Applicant") resolves as follows:

SECTION 1. The [insert the authorized designee's TITLE ONLY] is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the [insert the authorized designee's TITLE ONLY] of the [insert the name of the City or County] is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of [\$ enter the dollar amount of the Applicant's request], and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

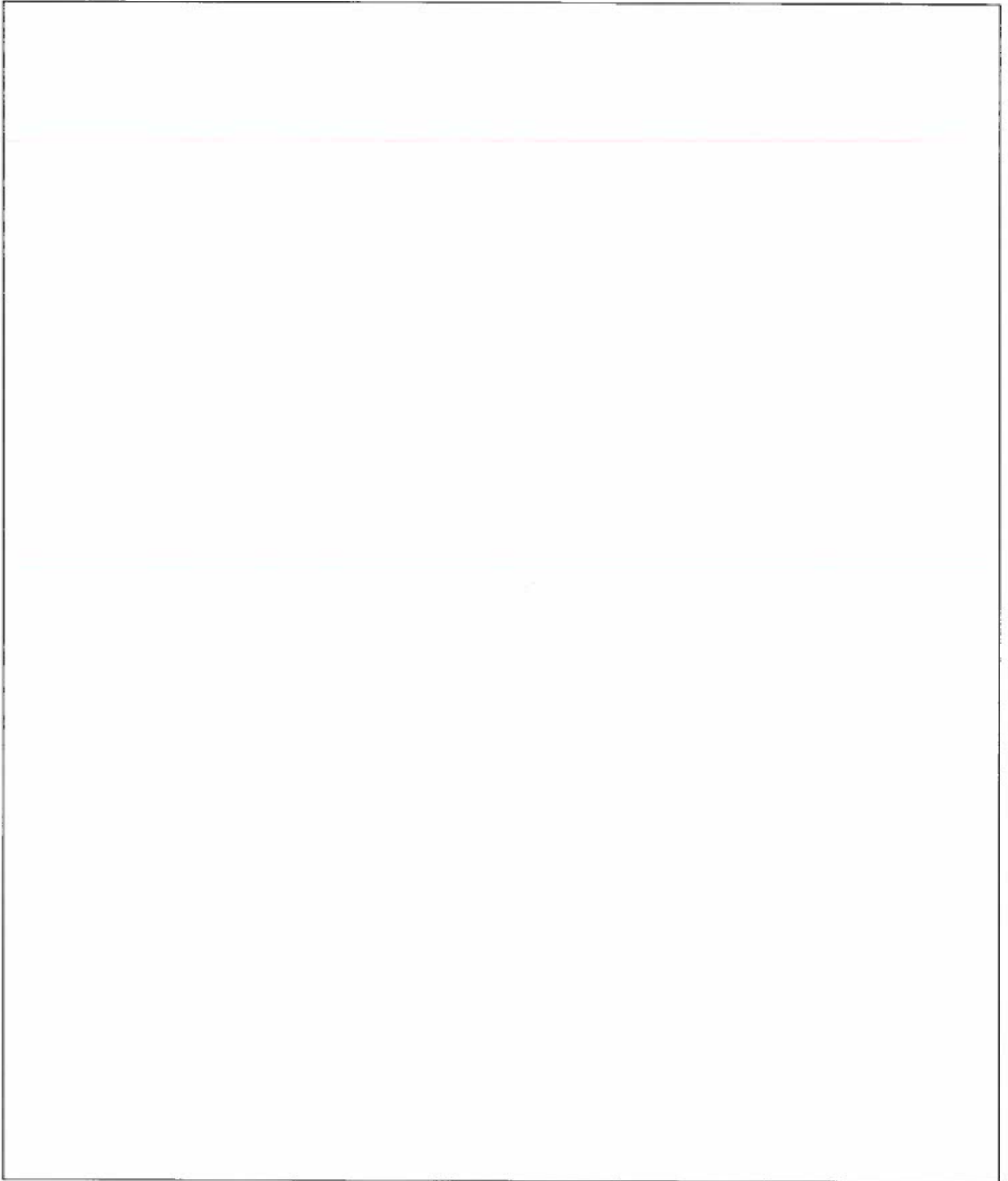
ADOPTED ON [insert the date of adoption], by the [insert either "City Council" or "County Board of Supervisors"] of [insert the name of the City or County] by the following vote count:

AYES: NOES: ABSENT: ABSTAIN:

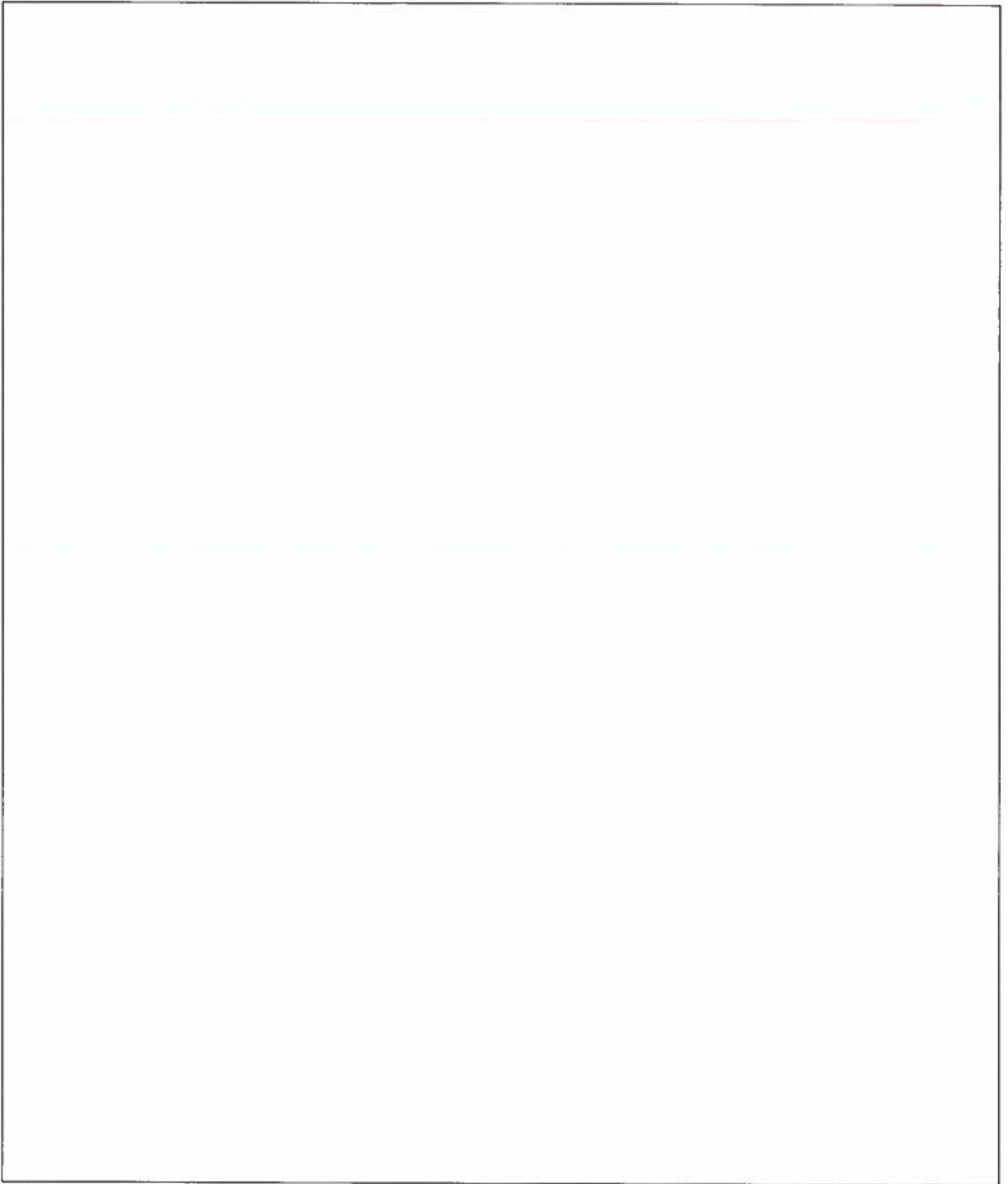
_____ ATTEST: APPROVED AS TO FORM:
[Signature of Attesting Officer]

_____ APPROVED
[Signature of approval]

Appendix A



Appendix B





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 23, 2021

SUBJECT: Consideration of an entity name change to the approved Location Agreement between the City of Perris and F21 OpCo, LLC, formerly Innovative Brand Partners, LLC a Delaware Corporation "Forever 21"

REQUESTED ACTION: **Approve** a revision to the approved Location Agreement between the City of Perris and Innovative Brand Partners, LLC, for an entity name change to F21 OpCo, LLC; and **Authorize** the Interim City Manager or her designee to execute the Location Agreement and all related actions and documents.

CONTACT: Michele Ogawa, Economic Development and Housing Manager

BACKGROUND/DISCUSSION:

On September 10, 2019, City Council approved a Location Agreement between the City of Perris and Innovative Brand Partners, LLC, managing entity to "Forever 21." The company has since undergone an internal restructuring and name change of the managing company to F21 OpCo, LLC. As such, staff is presenting a revised Location Agreement under the new entity name for approval by City Council. All other details and terms of the Location Agreement remain the same as the form approved at the September 10, 2019 City Council Meeting and are included below; and all related documents from that Council Meeting Agenda are attached to this report.

The Location Agreement will result in Forever 21, now known as F21 OpCo, LLC, locating its e-commerce retail sales operations to the City of Perris, thereby creating jobs and generating additional sales tax revenues for the City. Forever 21 has relocated its distribution facility and is in the process of relocating its e-commerce facility, into a 669,000 square-foot industrial building at 233 West Markham Street and has entered into a long-term lease. The approval of this agreement would allow for Forever 21 to move its sales business portion into Perris, thereby generating sales tax revenue that would not otherwise be collected if it were to operate as a distribution facility only. The facility in Perris will operate as a fulfillment center with point of sales coming from this location.

On July 12, 2018, the City received the attached letter of intent from Ernst & Young, LLP, representing Forever 21 requesting that the City of Perris consider entering into a local sales tax revenue sharing agreement in order to locate their e-commerce sales business portion into the City of Perris. The company is one of the fastest growing and largest growing fashion retailers in the world known for offering current fashion trends at a great value to customers. Forever 21 operates more than 815 stores in 57 countries, as well as a large e-commerce operation. It is one of the largest family-owned, privately held companies in Los Angeles, which is headquartered in Downtown Los Angeles. It anticipates spending \$30-\$34 million in capital expenditures to customize the build-out of the new facility.

This report includes all required information in accordance with Government Code Section 53083. Under the Location Agreement for a 20-year term or the end of the lease, whichever comes first, the City of Perris will share 50% of all sales tax revenues generated through its e-commerce retail sales which will be fulfilled through the Forever 21 fulfillment distribution center in Perris. Once the facility is fully operational, it is expected to employ up to 1,000 employees and it is projected to generate up to \$1.4 million in sales tax per year in which the City's sales tax revenue share is projected to be \$692,000 per year. This economic subsidy agreement will allow for the City to collect sales tax revenue that would not otherwise be collected if it were to operate as a distribution facility. This revenue source will go towards the City's General Fund for needed public services throughout the City, such as parks and community programs.

The company has also agreed to an "*Employment Outreach for Local Residents*" provision to foster employment opportunities for Perris residents. The company shall use commercial reasonable efforts to recruit and hire local residents for full and part time employment opportunities and shall furnish the City of Perris Human Resources Development and/or Development Services Department with the location, dates and times for such recruitment activities prior to the date of accepting applications or such employee recruitment efforts commence.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Michele Ogawa, Economic Development and Housing Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____



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

Attachment:

1. Location Agreement between the City of Perris and F21 OpCo, LLC, formerly Innovative Brand Partners, LLC ("Forever 21")
2. September 10, 2019 City Council Meeting, Item 9B Staff Report and Attachments (Consideration and Approval of the original Location Agreement with Innovative Brand Partners, LLC)

ATTACHMENT 1

**Location Agreement between the City of Perris and F21 OpCo, LLC,
formerly Innovative Brand Partners, LLC (“Forever 21”)**

LOCATION AGREEMENT

between

CITY OF PERRIS

a Municipal Corporation

and

F21 OpCo, LLC a Delaware Corporation

February 23, 2021

ARTICLE I PARTIES AND EFFECTIVE DATE.

1.1 Parties. This Location Agreement ("Agreement") is entered into by and between the City of Perris, a municipal corporation ("City"), and F21 OpCo, LLC, a Delaware corporation, for and on behalf of itself, and certain of its subsidiaries and affiliates (collectively, the "Owner"). City and Owner are sometimes referred to individually as a "Party" and collectively as "Parties" herein.

1.2 Effective Date. This Agreement is dated for reference purposes only. This Agreement will not become effective until the date ("Effective Date") on which both of the following are true: (i) this Agreement has been approved by the City Council following all legally required notices and hearings; and (ii) this Agreement has been executed by the appropriate authorities of City and Owner.

ARTICLE II RECITALS.

2.1 City, in consideration of the additional Local Sales Tax Revenues (as defined in Section 3.1.18) to be collected and remitted by Owner for the benefit of City, which City would not otherwise realize, desires to provide City Payments to Owner as compensation for Owner establishing Operations within City through its Distribution Center and otherwise satisfying its obligations under this Agreement.

2.2 Such City Payment for each Fiscal Quarter will be an amount paid from any legally available source of funds and shall be measured by a percentage of the Local Sales Tax Revenues generated in such Fiscal Quarter, as more particularly set forth in this Agreement.

2.3 The operations of Owner in City will provide significant public benefits to City, in that the additional Local Sales Tax Revenues to be generated as a result of Owner's efforts represent a substantial and significant source of additional public revenue for City, which may be used by City for the funding of necessary public services and facilities, including public safety services and facilities.

2.4 City and Owner's desire to enter into this Agreement for the purposes described above.

ARTICLE III DEFINITIONS.

3.1 Definitions. Unless the context otherwise requires, the terms defined in this Article 3 shall, for all purposes, and of any amendment hereof, and of any opinion or report or other document mentioned herein or therein, have the meanings defined herein; the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

3.1.1 "Agreement" shall have the meaning set forth in Section 1.1.

3.1.2 "Applicable Reporting Period" means, for purposes of determining the Parties' financial obligations hereunder, the Reporting Period applicable to the Fiscal

Quarter for which the financial obligation is being calculated. As an example, the Applicable Reporting Period for determining a financial obligation attributable to Sales occurring in the Fiscal Quarter ending September 30, shall include the then-current Fiscal Quarter ending September 30, and the three immediately prior Fiscal Quarters ending December 31, March 31, and June 30 respectively.

3.1.3 "Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California or City are closed.

3.1.4 "CDTFA" means the California Department of Tax and Fee Administration and any successor agency.

3.1.5 "City" shall have the meaning set forth in Section 1.1 and shall include any nominee, assignee or successor to City's rights, powers and responsibilities.

3.1.6 "City Payment" means, with respect to a particular Fiscal Quarter within the Term, the sum total amount of City's "Location Payment Obligation" (LPO), as defined in Section 3.1.15, for such Fiscal Quarter.

3.1.7 "Data and Documentation" shall have the meaning set forth in Section 4.2.2.

3.1.8 "Designated Sales Territory" means the geographical boundaries the sales, service and distribution area served by the Distribution Center which is located within the jurisdiction of the City. Except as otherwise provided in this Agreement, Owner shall have the right in its business discretion to adjust or modify the Designated Sales Territory to correspond to its business needs and requirements.

3.1.9 "Dispute Notice" shall have the meaning set forth in Section 6.15.

3.1.10 "Distribution Center" means any location operated by Owner within the City at which E-Commerce Retail Sales and other sales transactions are consummated pursuant to the Sales Tax Law. The "Initial Distribution Center" shall be located at 4323 Indian Avenue in the City.

3.1.11 "E-Commerce Retail Sales" means all sales of Material conducted electronically on the internet to any person or entity distributed through the Distribution Center, which is subject to the Sales Tax Law and which generates Local Sales Tax Revenues.

3.1.12 "Effective Date" shall have the meaning set forth in Section 1.2.

3.1.13 "Enforced Delays" shall have the meaning set forth in Section 6.12.

3.1.14 "Event of Default" shall have the meaning set forth in Section 4.6.

3.1.15 "Fiscal Quarter" means one three-month period within the Term and commencing on January 1, April 1, July 1, or October 1, and ending on, as applicable, the immediately following March 31, June 30, September 30, or December 31.

3.1.16 "Initial Distribution Center" shall have the meaning contained within "Distribution Center".

3.1.17 "Location Payment Obligation" or "LPO" means, as to a particular Fiscal Quarter during the Term, an amount equal to fifty percent (50%) of each dollar of Local Sales Tax Revenues received by City and attributable to Owner for each Fiscal Quarter.

3.1.18 "Local Sales Tax Revenues" means that portion of the Sales Tax, paid by Owner, which is allocated and paid to City pursuant to the Sales Tax Law. Local Sales Tax Revenues shall not include: (i) Penalty Assessments, (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of Riverside, or a district or any entity (including an allocation to a statewide or countywide pool) other than City, (iii) any administrative fee charged by the CDTFA, (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except City's) law, rule or regulation, (v) any Sales Tax attributable to transactions other than E-Commerce Retail Sales, (vi) any Sales Tax attributable to any transaction not consummated within the Term, or (vii) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the City's general fund.

3.1.19 "Material" means any and all tangible personal property offered for sale by Owner to its customers/clients which is subject to the Sales Tax Law.

3.1.20 "Minor Amendment" means any limited technical correction, or not-substantive modification of this Agreement, as determined by the City Manager and City Attorney.

3.1.21 "Operations" means E-Commerce Retail Sales consummated through one or more Distribution Centers located in the City and operated by Owner.

3.1.22 "Penalty Assessments" means penalties, assessments, collection costs and other costs, fees or charges resulting from late or delinquent payment of Sales Tax and which are levied, assessed or otherwise collected from Owner.

3.1.23 "Prohibited Financial Assistance" shall have the meaning set forth in Section 4.1.

3.1.24 "Reporting Period" means, at any one point in time, the then-current Fiscal Quarter together with the immediately preceding three (3) Fiscal Quarters. As to any Fiscal Quarter, Owner's returns to the State of California under applicable Sales Tax Law are due by the end of the calendar month following a Fiscal Quarter, and accordingly, Owner's reporting for a Reporting Period shall be due to the City by the end of the calendar

month following the calendar month in which Owner is obligated to file. For example, for Fiscal Quarter ending September 30th, Owner's Data and Documentation shall be received by the City by November 30th.

3.1.25 "Resolution Period" shall have the meaning set forth in Section 6.15.

3.1.26 "Sale" and "Sales" mean, individually or collectively, E-Commerce Retail Sale(s).

3.1.27 "Sales Tax" means all sales and use taxes levied under the authority of the Sales Tax Law, excluding Sales Tax which is to be refunded to Owner, because of an overpayment of Sales Tax.

3.1.28 "Sales Tax Law" means (i) California Revenue and Taxation Code Section 6001 *et seq.*, and any successor law thereto, (ii) any legislation allowing City or other public agency with jurisdiction in City to levy any form of Sales Tax, and (iii) regulations of the CDTFA and other binding rulings and interpretations relating to (i) and (ii) hereof.

3.1.29 "Term" shall mean that period commencing on the Effective Date and ending on the earlier of (i) the date that is twenty (20) years after the Effective Date, or (ii) the date on which this Agreement is terminated pursuant to the specific provisions of this Agreement.

ARTICLE IV LOCATION AND OPERATION

4.1 Location and Operation Covenant. Owner hereby represents, warrants and covenants that it shall, on or before the commencement of the Term, establish its Operations through a Distribution Center within the jurisdictional boundaries of the City and shall thereafter, for the full Term, conduct any E-Commerce Retail Sales operations for the Designated Sales Territory through the Distribution Center in accordance with this Agreement, the Sales Tax Law, and all other applicable provisions of local, state and federal law. Owner shall use commercially reasonable, good faith efforts to market, promote and administer its E-Commerce Retail Sales activities, with the objective of maximizing the amount of Local Sales Tax Revenues within the Designated Sales Territory. Owner's Distribution Center(s) located in the City shall conduct its (or their) operations in accordance with all applicable provisions of local, state and federal law.

For purposes of this Section 4.1, the term "Prohibited Financial Assistance" shall mean any direct or indirect payment, subsidy, or other similar or dissimilar monetary or non-monetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, financial incentives, public financings, property or sales tax relief, relief from public improvement obligations, and payment for public improvements to or for the benefit of Owner to the extent such Prohibited Financial Assistance is given for the purpose of causing or would result in a relocation of the Distribution Center from the City, or an Event of Default by Owner hereunder, or a reduction or re-allocation of Local Sales Tax Revenues. Owner covenants and agrees for the Term, that without first obtaining the City's prior written approval, which may be given in City's sole and absolute discretion,

Owner will not directly or indirectly solicit, accept or enter into any agreement concerning any Prohibited Financial Assistance from any other public or private person or entity for itself or for any Distribution Center within a seventy-five (75) mile radius of the City.

Owner shall use commercially reasonable efforts to ensure that its Operations within the City conduct their business so that the place of sale for taxable sales occurring in the City during the Term will be the City, pursuant to the Sales Tax Law. In all sales reports filed by Owner with the CDTFA relating to taxable sales by such Operations, where such a designation is permitted or required under Sales Tax Law, Owner shall use commercially reasonable efforts to ensure that its Operations shall specify the City as the place of sale for all of its taxable sales that are conducted in the City.

4.2 Payment of City Payment. Within thirty (30) days following the later of: (i) City's receipt of final reconciliation reports from the CDTFA for a Fiscal Quarter occurring within the Term, and (ii) City's receipt of any and all Data and Documentation applicable to such Fiscal Quarter, City will determine and pay to Owner the City Payment due for such Fiscal Quarter.

4.2.1 Conditions Precedent to City Payments. City's obligations under Section 4.2 hereof are contingent on a year-to-year basis and, for each Fiscal Quarter within the Term, City's obligations to make any payments to Owner hereunder are expressly contingent upon the satisfaction of the following conditions precedent in each Fiscal Quarter after Owner has begun E-Commerce Retail Sales in City:

- (i) Owner having, for the entirety of such Fiscal Quarter, completely fulfilled its material obligations under this Agreement; and
- (ii) City's receipt and reasonable approval of the Data and Documentation, certified as complete and accurate by an authorized Owner officer or an authorized signatory delegate.

Should any one or more of the foregoing conditions precedent not be satisfied for each Fiscal Quarter, then City shall have no obligation to make any City Payment to Owner for such Fiscal Quarter until such conditions precedent are met. If the City elects to delay any payment on account of any such purported noncompliance by the Owner, the City must promptly give the Owner written notice pursuant to Section 6.8 of all such material obligations that the City alleges have not been fulfilled and cooperate with the Owner's efforts to effect a cure or remedy with respect thereto.

4.2.2 Data and Documentation. For the purposes of this Agreement, the term "Data and Documentation" means copies of Owner's quarterly reports to the CDTFA for the applicable Fiscal Quarter which sets forth the amount of Sales Taxes paid to the CDTFA during the Fiscal Quarter arising from Owners' Operations

4.2.3 Adequate Consideration. Each City Payment due and payable hereunder shall constitute the total payment to Owner for the Fiscal Quarter to which it

relates. The Parties hereto have determined and agreed that the City Payment due and payable during each Fiscal Quarter represents fair consideration to Owner for its covenants and obligations hereunder.

Both City and Owner expressly acknowledge and agree that Owner will receive no compensation under this Agreement other than the City Payment. Owner shall not be entitled to any reimbursement or other compensation from City for any costs incurred by Owner in performing or preparing to perform its obligations under this Agreement. The City Payments shall not be reduced or offset for any costs or expenses incurred by City in performing or preparing to perform its duties under this Agreement.

4.2.4 No Carry Forward or Back. City and Owner acknowledge and agree that the calculation and determination of all financial components of the Parties' rights and obligations under this Agreement shall be computed on a Fiscal Quarter-to-Fiscal Quarter basis. Revenues generated in one Fiscal Quarter may not be carried forward or back to any prior or future Fiscal Quarter, it being the express agreement and understanding of the Parties that for each Fiscal Quarter the financial obligations of the Parties and satisfaction of the conditions precedent to such obligations shall be determined and made independently of any other Fiscal Quarter.

4.2.5 Source of City Payment. City Payments shall be payable from any source of legally available funds of City. City covenants to reasonably consider such actions as may be necessary to include all City Payments owed hereunder in each of its annual budgets during the Term and to reasonably consider the necessary annual budgetary appropriations for all such City Payments.

4.2.6 Recapture of City Payments. If, at any time during or after the Term of this Agreement, CDTFA makes a final Board determination that all or any portion of the Local Sales Tax Revenues received by the City were improperly allocated and/or paid to the City, and if CDTFA requires repayment of, offsets against future Sales Tax payments, or otherwise recaptures from the City those improperly allocated and/or paid Local Sales Tax Revenues, then Owner shall, within thirty (30) days after written demand from the City, together with reasonable documentation, repay all City Payments (or applicable portions thereof) theretofore paid to Owner which are attributable to such repaid, offset or recaptured Local Sales Tax Revenues. If Owner fails to make such repayment within thirty (30) days after the City's written demand, together with reasonable documentation, then such obligation shall accrue interest from the date of the City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. In addition, to the extent unpaid, City may withhold such amounts from future City Payments. The city will promptly contact Owner regarding any communication from the CDTFA pertaining to tax allocations associated with the Owner's business.

City and Owner agree that, should the CDTFA question the correctness of the allocation or determine that there has been an improper allocation to the City, City will (at the request of Owner) engage legal counsel to use his or her best efforts to defend such allocation in all CDTFA administrative proceedings. Costs associated for such efforts will

be borne by both City and Owner in proportion to their respective percentage interests in Sales Tax revenue. For purposes of this paragraph, administrative proceedings include all CDTFA meetings, conferences and appeals before CDTFA Board members. Owner will cooperate fully with the City and its attorney. Owner shall have the right, but not the obligation, to participate in any such administrative proceedings and may engage its own legal counsel or consultant, at its own cost. In the event that the CDTFA reverses its decision (or is required to reverse its decision) and refunds or credits the City with some or all of the Sales Tax revenue previously found to have been misallocated to the City, the City shall refund all amounts previously repaid to the City pursuant to this Section with respect to such Sales Tax Revenue.

4.3 Audit of Books and Records. Either Party shall, upon no less than seventy-two (72) hours prior to written request from the other party, make its books and records relating to the calculation and determination of that Party's rights and obligations under this Agreement available at no cost to the requesting Party and/or its designees (including its accountants and/or attorneys) and shall direct its accountants and other consultants and contractors in possession of its books and records to do likewise; provided, however, that nothing herein shall be deemed to abridge or constitute a waiver of any Party's evidentiary rights and privileges arising pursuant to any provision of law, including, without implied limitation, the California Evidence Code, California Government Code (including the Public Records Act), the Code of Civil Procedure, federal statutes and state or federal judicial decisions. Furthermore, Owner may redact or omit confidential information, including but not limited to customer information such as addresses, names and phone numbers. Furthermore, all such non-privileged books and records may be made available and introduced as evidence if ordered by any court of competent jurisdiction. Each Party shall bear the costs of its own auditors, experts and other consultants it may engage to complete its investigation of the other Party's books and records; provided, however, that any audit and/or investigation ordered by the court, may be recovered as an item of litigation expense pursuant to Section 6.14.

4.4 Reconciliation. Each City Payment shall be accompanied by a statement setting forth the calculations made to determine the amount of such disbursement and setting forth all disbursements made to date. The City Payment may be subject to any credits or offsets necessary to account for adjustments to Local Sales Tax Revenues in accordance with section 3.1.18 or any other provision of this Agreement. Each Party shall have the right to contest any of the calculations or information contained in said statement or the determined amount of payment upon written notice to the other Party within sixty (60) calendar days of the date of the statement or City Payment. If the challenging Party can show to the reasonable satisfaction of the other Party, within sixty (60) calendar days of receiving such notice, that the amount of a City Payment was incorrect, either City shall disburse to Owner the correct amount due, or Owner shall reimburse City for any amount received in excess of the correct amount due.

4.5 Employment Outreach for Local Residents. A goal of the City in entering into this Agreement is to foster employment opportunities for Perris residents. To that end, Owner shall use commercially reasonable efforts to recruit and hire local residents for full and part time employment opportunities at its Distribution Center, as determined

by Owner in its sole discretion. To the extent Owner conducts any local on-site and/or off-site Job Recruitment Fairs, which are defined as Owner's pre-scheduled events open to the public with the purpose of filling 20 or more job positions at Owner's Distribution Center, Owner shall use commercially reasonable efforts to furnish the City of Perris Human Resources Development and/or Development Services Department with the location, dates and times for such Job Recruitment Fairs prior to the date of accepting applications. Job Recruitment Fairs exclude any recruitment activities or events hosted by Owner's staffing agencies or third party vendors which may be used to fill temporary job positions at Owner's Distribution Center. The City shall be authorized to post and advertise the job recruitment information provided to the City on the City's website and other jobs available and job recruitment sites within the region. Any offers of employment shall be at Owner's sole discretion. Nothing in this paragraph shall require Owner to offer employment to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section 4.5 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

4.6 Event of Default. Each of the following shall constitute an "Event of Default":

4.6.1 Failure by a Party to comply with and observe any of the conditions, terms, or covenants set forth in this Agreement, if such failure remains uncured within thirty (30) days after written notice of such failure from the non-defaulting Party to the defaulting Party in the manner provided herein or, with respect to a default that cannot be cured within thirty (30) days, if the defaulting Party fails to commence such cure within such thirty (30) day period or thereafter fails to diligently and continuously proceed with such cure to completion. However, if a different period, notice requirement, or remedy is specified under any other section of this Agreement, then the specific provision shall control.

4.6.2 Any representation or warranty contained in this Agreement or in any application, financial statement invoice, certificate, or report submitted pursuant to this Agreement proves to have been incorrect in any material respect when made.

4.7 Rights and Remedies; Rights and Remedies Not Exclusive. Unless prohibited by law or otherwise provided by a specific term of this Agreement, the rights and remedies of City and Owner under this Agreement are nonexclusive and all remedies hereunder may be exercised individually or cumulatively. Upon the other Party's Event of Default, in addition to those remedies expressly granted herein, the Parties shall also have the right to seek all other available legal and equitable remedies.

4.8 Termination.

This Agreement shall terminate upon the occurrence of any of the following events:

4.8.1 In the event Owner's lease agreement for the Initial Distribution Center in the City expires or terminates, Owner may, at its option, terminate this Agreement upon written notice to the City;

4.8.2 Cessation of Owner's Operations within the City due to a Force Majeure event as defined in Section 4.9;

4.8.3 In addition to all other rights and remedies granted to the Parties under this Agreement or available to them in equity or at law, either Party may terminate this Agreement and all of its obligations hereunder without cost or liability upon the other Party's Event of Default. Such termination shall not limit or abridge the rights and remedies available to the non-defaulting Party.

4.9 Force Majeure. Neither Party to this Agreement will be liable for failure or delay in its performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to fire, flood, war, riot, embargo, labor dispute, strike, earthquake, or other similar acts of God, acts of civil and military authorities, or terrorism.

ARTICLE V

5.1 City Representations and Warranties. City represents and warrants to Owner that, to City's actual current knowledge:

- (i) City is a municipal corporation exercising governmental functions and powers and organized and existing under the State of California;
- (ii) City has taken all actions required by law to approve the execution of this Agreement;
- (iii) City's entry into this Agreement and the performance of City's obligations under this Agreement do not violate any contract, agreement or other legal obligation of City;
- (iv) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of City's obligations under this Agreement;
- (v) City has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement has been duly authorized and no other action by City is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein; and

- (vi) The individual executing this Agreement is authorized to execute this Agreement on behalf of City.

The representations and warranties set forth above are material consideration to Owner and City acknowledges that Owner is relying upon the representations set forth above in undertaking Owner's obligations set forth in this Agreement.

The term "City's actual current knowledge" means, and is limited to, the actual current knowledge of City Manager, as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation. All of the terms, covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of City and its nominees, successors and assigns.

5.2 Owner Representations and Warranties. Owner represents and warrants to City that, to Owner's actual current knowledge:

- (i) Owner is a duly formed Delaware corporation and is in good standing and qualified to do business under the laws of the State of California;
- (ii) The individual(s) executing this Agreement is/are authorized to execute this Agreement on behalf of Owner;
- (iii) Owner has taken all actions required by law to approve this Agreement;
- (iv) Owner's entry into this Agreement and the performance of Owner's obligations under this Agreement do not violate any contract, agreement or other legal obligation of Owner
- (v) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of Owner's obligations under this Agreement; and
- (vi) Owner has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Owner is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

The representations and warranties set forth herein are material considerations to City and Owner acknowledges that City is relying upon the representations set forth above in undertaking City's obligations set forth above.

The term "Owner's actual current knowledge" means, and is limited to, the actual current knowledge of Owner staff as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation.

5.3 The City has entered into this Agreement with Owner because of the unique qualifications and identity of Owner. No voluntary or involuntary successor-in-interest of Owner shall acquire any rights or powers under this Agreement except as expressly set forth herein. Owner may not assign or transfer all or any part of this Agreement except as provided in Section 6.25.

ARTICLE VI MISCELLANEOUS

6.1 Amendment; Modification. At any time City and Owner may determine that this Agreement should be amended for the mutual benefit of the Parties, or for any other reason. Any such amendment to this Agreement shall only be by written agreement between City and Owner. City and Owner agree to consider reasonable requests for amendments to this Agreement which may be made by either of the Parties hereto, although neither Party shall be obligated to approve any such amendment. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both City and Owner. With the concurrence of the City Attorney, the City Manager is authorized on behalf of City to approve and execute Minor Amendments to this Agreement (as defined in Section 3.1.20) on behalf of City. Any amendment that is not a Minor Amendment shall require approval by the City Council. Any such approved amendment shall control over this Agreement.

6.2 California Law. This Agreement shall be construed and governed in accordance with the laws of the State of California without regard to its conflict of laws principles.

6.3 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one (1) and the same instrument.

6.4 Business Days. Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date which constitutes a Business Day.

6.5 Tax Consequences. Owner shall be responsible and assume all liability for federal, state and/or local income or other taxes resulting from its receipt of City Payments.

6.6 Rights Not Granted. This Agreement is not, and shall not be construed to be, a statutory development agreement under California Government Code Section 65864 *et seq.* or a disposition and development agreement under California Health and Safety Code Section 33000 *et seq.* This Agreement is not, and shall not be construed to be, an approval of or an agreement to issue permits or a granting of any right or entitlement by City concerning any project, development, or construction by Owner in City. This

Agreement does not, and shall not be construed to exempt Owner in any way from the requirement to obtain permits and/or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance and operation of any project, development or construction within City.

This Agreement does not, and shall not be construed to exempt Owner from the application and/or exercise of City's power of eminent domain or its police power, including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety and welfare of its citizenry.

6.7 Consent. Whenever consent or approval of either Party is required under this Agreement, that Party shall not unreasonably withhold, delay or condition such consent or approval unless a different standard is otherwise provided by a specific provision of this Agreement.

6.8 Notices and Demands. All notices or other communications required or permitted between City and Owner under this Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express), and addressed to the Parties at the addresses below subject to the right of either Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been received on the fourth (4th) Business Day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by courier service (e.g., Federal Express), shall be deemed received upon actual receipt of the same by the Party to whom the notice is given.

To City:

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

With a copy to:

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

To: F21 OpCo, LLC

Attention: _____

With a copy to: Forever 21, Inc.
3880 N. Mission Road
Los Angeles, CA 90031
Attention: Legal

6.9 Non-liability of Parties' Officials and Employees. No officer, elected official, contractor, consultant, attorney or employee of City shall be personally liable to Owner, any voluntary or involuntary successors or assignees of Owner, or any lender or other party holding an interest in Owner's property, in the event of any default or breach by City, or for any amount which may become due to Owner or to its successors or assignees, or on any obligations arising under this Agreement.

No officer, official, contractor, consultant, attorney or employee of Owner shall be personally liable to City, any voluntary or involuntary successors or assignees of City in the event of any default or breach by Owner, or for any amount which may become due to City or to its successors or assignees, or on any obligations arising under this Agreement.

6.10 Conflicts of Interest. No officer, elected official, contractor, consultant, attorney or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer, elected official, contractor, consultant, attorney or employee participate in any decision relating to this Agreement which unlawfully affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested.

6.11 Entire Agreement; Confidentiality. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement. The terms and existence of this Agreement will not be publicized or made public beyond what is required by law. City shall keep any and all proprietary and confidential information and data provided by Owner under this Agreement strictly confidential to the extent permitted by law. City will use information provided by Owner pursuant to this Agreement only for the purposes within the scope of this Agreement. Owner shall clearly mark or otherwise identify in writing all information it considers to be proprietary and confidential at the time it is delivered to City. The confidentiality obligation under this section shall not apply to: (a) information which is already public information or which is otherwise available to the general public; (b) information received from a third party without a similar confidentiality restriction who is lawfully in possession of the information and who has the lawful right to disclose it; (c) information that is already in City's possession prior to receiving it from Owner; (d) information delivered by Owner to City and not marked or otherwise identified as proprietary and confidential at the time it was delivered; or (e) information required to be disclosed under the California Public Records Act..

6.12 Extensions and Delays. Time is of the essence in the performance of the obligations of City and Owner under this Agreement. In addition to specific provisions of this Agreement, providing for extensions of time, times for performance hereunder shall be extended where delays in performance are due to war, insurrection; any form of labor dispute; lockouts; riots; floods; earthquakes; fires; acts of God or of third parties; third

party litigation or orders and judgments of courts of competent jurisdiction; acts of a public enemy; acts of governmental authorities; epidemics; quarantine restrictions; freight embargoes; and other circumstances outside of a Party's reasonable control (collectively, "Enforced Delays") provided, however, that the Party claiming the extension shall notify the other Party of the nature of the matter causing the default; and, provided further, that the extension of time shall be only for the period of the Enforced Delays. In no event shall either Party be deemed in default of this Agreement because of an Enforced Delay event.

6.13 Indemnification; Offset. Owner agrees to indemnify City and hold it harmless from and against all third party demands, suits, proceedings, causes of action or claims arising from, in connection with or related to this Agreement or from City's performance of this Agreement, except to the extent such demand, suit, proceeding, cause of action or claim was caused by City's negligence or intentional misconduct, or the negligence or intentional misconduct of any of the City's officials, officers, employees, or agents, with the exception of CDTFA administrative proceedings described in Section 4.2. In the event that a court or administrative body determines that any portion of Local Sales Tax Revenues must be shared with another jurisdiction, such amount shall be deducted from Local Sales Tax Revenues and shall not be used to calculate the Location Payment Obligation. The City shall fully cooperate in the defense of such demand, suit, proceeding, cause of action or claim and upon written request of Owner shall provide to Owner such documents and records in possession of the City that are relevant to such demand, suit, proceeding or claim and not otherwise protected by law.

6.14 Attorneys' Fees. In the event of the bringing of an action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Agreement or any other dispute between the Parties concerning this Agreement then, in that event, the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to recover from the other Party all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees (collectively, "Costs") incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section 6.14, Costs shall include, without implied limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation. This Section 6.14 shall survive any termination of this Agreement.

6.15 Informal Dispute Resolution. The Parties shall attempt in good faith to resolve any differences, controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior officials of the Parties who have authority to settle the difference or controversy. The disputing Party may give the other Party written notice ("Dispute Notice") that a dispute exists between them. Within twenty (20) days after receipt of a Dispute Notice, the receiving Party shall submit to the disputing Party a written response. The Dispute Notice and response shall include (a) a statement of each Party's

position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the official who shall represent that Party. The senior officials shall meet at a mutually acceptable time and place or by telephone conference within thirty (30) days of the date of the Dispute Notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute, up to a maximum of ninety (90) days of the date of the Dispute Notice (“Resolution Period”). In the event any Party fails to provide a response to a Dispute Notice in accordance with this section or fails to cooperate in the scheduling of, or to attend, the meetings, described above, to resolve the dispute, then, with respect to that Party, the Resolution Period shall be deemed to have run so that the dispute may immediately be subject to legal action.

6.16 Jurisdiction and Venue. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate State of California court in the County of Riverside, California. Both Parties hereto irrevocably consent to the personal jurisdiction of that court. City and Owner each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between City and Owner, due to the fact that City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, City and Owner specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. Owner acknowledges that the provisions of this Section 6.16 are material consideration to City for its entry into this Agreement, in that City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

6.17 Interpretation. City and Owner acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and that both Parties have been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the Parties with respect to any ambiguities in this Agreement.

6.18 No Waiver. Failure to insist on any occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver by any Party of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment by any Party of such other right or power at any other time or times.

6.19 Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their voluntary and involuntary successors and assigns.

6.20 No Third Party Beneficiaries. The performance of the respective obligations of City and Owner under this Agreement are not intended to benefit any party other than City or Owner. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

6.21 No Effect on Eminent Domain Authority. Nothing in this Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever City's eminent domain powers with respect to any property.

6.22 Warranty Against Payment of Consideration. Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 6.22, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Owner_.

6.23 Severability. City and Owner declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms.

6.24 Further Acts. City and Owner each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder. The foregoing shall not, however, be deemed to require City to exercise its legislative discretion in any particular fashion or to provide to Owner any remedy or claim for damages against City based on the lawful exercise of City's discretion.

6.25 No Assignment, Transfer, Pledge or Hypothecation. Owner may not assign, transfer, encumber or hypothecate its rights or obligations under this Agreement to any person or entity, without the express written consent of City, which may be withheld in City's sole and absolute discretion. Any unpermitted assignment, transfer, pledge, encumbrance, or hypothecation, or any attempt to do so, shall not confer any rights upon the purported assignee or transferee and shall constitute Owner's immediate and incurable material default of this Agreement, and City may, without providing Owner notice or opportunity to cure, exercise those remedies available to City pursuant to Sections 4.6 through 4.8. Notwithstanding the foregoing, Owner shall have the right to assign this Agreement or any right or obligation hereunder to its immediate or ultimate parent, or to an affiliate, by providing advance written notice to City. An "affiliate" shall mean any legal entity that, at the applicable time, directly or indirectly controls, is controlled with or by, or is under common control with, Owner.

6.26 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or a joint venture by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

6.27 Non-Dedication of Property. The execution of this Agreement by Owner does not result in the dedication of any Owner property for public use.

[Signatures on following pages]

SIGNATURE PAGE
TO
LOCATION AGREEMENT

CITY: _____

CITY OF PERRIS
a California Municipal Corporation

Dated: _____

By: _____
Clara Miramontes, Interim City
Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Eric L. Dunn, City Attorney

SIGNATURE PAGE
TO
LOCATION AGREEMENT

F21 OPCO, LLC

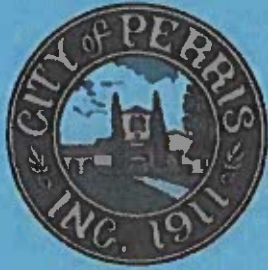
Dated: _____ By: _____

By: F21 Holdings, LLC

Its: Managing Member

ATTACHMENT 2

September 10, 2019 City Council Meeting, Item 9B Staff Report and Attachments (Consideration and Approval of the original Location Agreement with Innovative Brand Partners, LLC)



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 10, 2019

SUBJECT: Consideration of a Location Agreement between the City of Perris and Innovative Brand Partners, LLC a Delaware Corporation "Forever 21"

REQUESTED ACTION: **Approve** a Location Agreement between the City of Perris and Innovative Brand Partners, LLC; and **Authorize** the City Manager or his designee to execute the Location Agreement and all related actions and documents.

CONTACT: Clara Miramontes, Assistant City Manager *CM*

BACKGROUND/DISCUSSION:

The Location Agreement will result in Forever 21, now known as Innovative Brand Partners, LLC, locating its e-commerce retail sales operations to the City of Perris, thereby creating jobs and generating additional sales tax revenues for the City. Forever 21 will be relocating its distribution and e-commerce facility into a 669,000 square-foot industrial building at 233 West Markham Street and has entered into a long-term lease. The approval of this agreement would allow for Forever 21 to move its sales business portion into Perris, thereby generating sales tax revenue that would not otherwise be collected if it were to operate as a distribution facility only. The facility in Perris will operate as a fulfillment center with point of sales coming from this location.

On July 12, 2018, the City received the attached letter of intent from Ernest & Young, LLP, representing Forever 21 requesting that the City of Perris consider entering into a local sales tax revenue sharing agreement in order to locate their e-commerce sales business portion into the City of Perris. The company is one of the fastest growing and largest growing fashion retailers in the world known for offering current fashion trends at a great value to customers. Forever 21 operates more than 815 stores in 57 countries, as well as a large e-commerce operation. It is a one of the largest family-owned, privately-held companies in Los Angeles, which is headquartered in Downtown Los Angeles. It anticipates spending \$30-\$34 million in capital expenditures to customize the build-out of the new facility.

This report includes all required information in accordance with Government Code Section 53083. Under the Location Agreement for a 20-year term or the end of the lease, whichever comes first, the City of Perris will share 50% of all sales tax revenues generated through its e-commerce retail sales which will be fulfilled through the Forever 21 fulfillment distribution center in Perris. Once the facility is fully operational, it is expected to employ up to 1,000 employees and it is projected to generate up to \$1.4 million in sales tax per year in which the City's sales tax revenue share is projected to be \$692,000 per year. This economic subsidy agreement will allow for the City to collect sales tax revenue

that would not otherwise be collected if it were to operate as a distribution facility. This revenue source will go towards the City's General Fund for needed public services throughout the City, such as parks and community programs.

The company has also agreed to an "*Employment Outreach for Local Residents*" provision to foster employment opportunities for Perris residents. The company shall use commercial reasonable efforts to recruit and hire local residents for full and part time employment opportunities and shall furnish the City of Perris Human Resources Development and/or Development Services Department with the location, dates and times for such recruitment activities prior to the date of accepting applications or such employee recruitment efforts commence.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Clara Miramontes, Assistant City Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager 
Finance Director _____

Consent:
Public Hearing: September 10, 2019
Business Item:
Presentation:
Other:

Attachment: Letter of Intent from Ernest & Young LLP, on behalf of Innovative Brand Partners, LLC "Forever 21"
Location Tax Incentives Agreement



**Building a better
working world**

Ernst & Young LLP
725 S Figueroa Street
Los Angeles, CA 90017

Tel: 1 213 977 3200
ey.com

July 12, 2019

Clara Miramontes
Assistant City Manager
City of Perris
135 North "D" Street
Perris, CA 92570-1998

Dear Clara,

Ernst & Young LLP has been engaged by our client, Forever 21 Inc. ("the Company" or "F21"), to assist the Company in discussions with the City of Perris, California regarding a potential local sales tax revenue sharing agreement.

The Company is one of the fastest and largest growing fashion retailers in the world known for offering current fashion trends at a great value to customers. F21 operates more than 815 stores in 57 countries, as well as a large e-commerce operation. F21 is one of the largest family-owned, privately-held companies in Los Angeles. F21 is headquartered in Downtown Los Angeles.

F21 has recently decided to relocate a new distribution and e-commerce fulfillment center to the City of Perris. F21 anticipates spending approximately \$30-\$35 million in capital expenditures to customize the build-out of the new facility and expects to employ up to 1,000 employees once the facility is fully operational. The Company plans to maintain a long-term lease in the City of Perris and make a positive economic and fiscal impact in the community.

The receipt of a sales tax incentive agreement with the City of Perris would alleviate significant immediate and long term operational costs that could be re-invested in the Company. Thank you for consideration of our request. We look forward to partnering with the City of Perris. Please do not hesitate to contact me at your convenience if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael A. Cutri', written over a light blue horizontal line.

Michael A. Cutri
Managing Director
EY LLP

CC: Brian Yun, Forever 21, Inc.
Richard Belmudez, City Manager – City of Perris

LOCATION AGREEMENT

between

CITY OF PERRIS

a Municipal Corporation

and

Innovative Brand Partners, LLC a Delaware Corporation

September 10, 2019

ARTICLE I PARTIES AND EFFECTIVE DATE.

1.1 Parties. This Location Agreement ("Agreement") is entered into by and between the City of Perris, a municipal corporation ("City"), and Innovative Brand Partners, LLC, a Delaware corporation, for and on behalf of itself, and certain of its subsidiaries and affiliates (collectively, the "Owner"). City and Owner are sometimes referred to individually as a "Party" and collectively as "Parties" herein.

1.2 Effective Date. This Agreement is dated for reference purposes only. This Agreement will not become effective until the date ("Effective Date") on which both of the following are true: (i) this Agreement has been approved by the City Council following all legally required notices and hearings; and (ii) this Agreement has been executed by the appropriate authorities of City and Owner.

ARTICLE II RECITALS.

2.1 City, in consideration of the additional Local Sales Tax Revenues (as defined in Section 3.1.18) to be collected and remitted by Owner for the benefit of City, which City would not otherwise realize, desires to provide City Payments to Owner as compensation for Owner establishing Operations within City through its Distribution Center and otherwise satisfying its obligations under this Agreement.

2.2 Such City Payment for each Fiscal Quarter will be an amount paid from any legally available source of funds and shall be measured by a percentage of the Local Sales Tax Revenues generated in such Fiscal Quarter, as more particularly set forth in this Agreement.

2.3 The operations of Owner in City will provide significant public benefits to City, in that the additional Local Sales Tax Revenues to be generated as a result of Owner's efforts represent a substantial and significant source of additional public revenue for City, which may be used by City for the funding of necessary public services and facilities, including public safety services and facilities.

2.4 City and Owner's desire to enter into this Agreement for the purposes described above.

ARTICLE III DEFINITIONS.

3.1 Definitions. Unless the context otherwise requires, the terms defined in this Article 3 shall, for all purposes, and of any amendment hereof, and of any opinion or report or other document mentioned herein or therein, have the meanings defined herein; the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

3.1.1 "Agreement" shall have the meaning set forth in Section 1.1.

3.1.2 "Applicable Reporting Period" means, for purposes of determining the Parties' financial obligations hereunder, the Reporting Period applicable to the Fiscal

Quarter for which the financial obligation is being calculated. As an example, the Applicable Reporting Period for determining a financial obligation attributable to Sales occurring in the Fiscal Quarter ending September 30, shall include the then-current Fiscal Quarter ending September 30, and the three immediately prior Fiscal Quarters ending December 31, March 31, and June 30 respectively.

3.1.3 "Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California or City are closed.

3.1.4 "CDTFA" means the California Department of Tax and Fee Administration and any successor agency.

3.1.5 "City" shall have the meaning set forth in Section 1.1 and shall include any nominee, assignee or successor to City's rights, powers and responsibilities.

3.1.6 "City Payment" means, with respect to a particular Fiscal Quarter within the Term, the sum total amount of City's "Location Payment Obligation" (LPO), as defined in Section 3.1.15, for such Fiscal Quarter.

3.1.7 "Data and Documentation" shall have the meaning set forth in Section 4.2.2.

3.1.8 "Designated Sales Territory" means the geographical boundaries the sales, service and distribution area served by the Distribution Center which is located within the jurisdiction of the City. Except as otherwise provided in this Agreement, Owner shall have the right in its business discretion to adjust or modify the Designated Sales Territory to correspond to its business needs and requirements.

3.1.9 "Dispute Notice" shall have the meaning set forth in Section 6.15.

3.1.10 "Distribution Center" means any location operated by Owner within the City at which E-Commerce Retail Sales and other sales transactions are consummated pursuant to the Sales Tax Law. The "Initial Distribution Center" shall be located at 4323 Indian Avenue in the City.

3.1.11 "E-Commerce Retail Sales" means all sales of Material conducted electronically on the internet to any person or entity distributed through the Distribution Center, which is subject to the Sales Tax Law and which generates Local Sales Tax Revenues.

3.1.12 "Effective Date" shall have the meaning set forth in Section 1.2.

3.1.13 "Enforced Delays" shall have the meaning set forth in Section 6.12.

3.1.14 "Event of Default" shall have the meaning set forth in Section 4.6.

3.1.15 "Fiscal Quarter" means one three-month period within the Term and commencing on January 1, April 1, July 1, or October 1, and ending on, as applicable, the immediately following March 31, June 30, September 30, or December 31.

3.1.16 "Initial Distribution Center" shall have the meaning contained within "Distribution Center".

3.1.17 "Location Payment Obligation" or "LPO" means, as to a particular Fiscal Quarter during the Term, an amount equal to fifty percent (50%) of each dollar of Local Sales Tax Revenues received by City and attributable to Owner for each Fiscal Quarter.

3.1.18 "Local Sales Tax Revenues" means that portion of the Sales Tax, paid by Owner, which is allocated and paid to City pursuant to the Sales Tax Law. Local Sales Tax Revenues shall not include: (i) Penalty Assessments, (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of Riverside, or a district or any entity (including an allocation to a statewide or countywide pool) other than City, (iii) any administrative fee charged by the CDTFA, (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except City's) law, rule or regulation, (v) any Sales Tax attributable to transactions other than E-Commerce Retail Sales, (vi) any Sales Tax attributable to any transaction not consummated within the Term, or (vii) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the City's general fund.

3.1.19 "Material" means any and all tangible personal property offered for sale by Owner to its customers/clients which is subject to the Sales Tax Law.

3.1.20 "Minor Amendment" means any limited technical correction, or not-substantive modification of this Agreement, as determined by the City Manager and City Attorney.

3.1.21 "Operations" means E-Commerce Retail Sales consummated through one or more Distribution Centers located in the City and operated by Owner.

3.1.22 "Penalty Assessments" means penalties, assessments, collection costs and other costs, fees or charges resulting from late or delinquent payment of Sales Tax and which are levied, assessed or otherwise collected from Owner.

3.1.23 "Prohibited Financial Assistance" shall have the meaning set forth in Section 4.1.

3.1.24 "Reporting Period" means, at any one point in time, the then-current Fiscal Quarter together with the immediately preceding three (3) Fiscal Quarters. As to any Fiscal Quarter, Owner's returns to the State of California under applicable Sales Tax Law are due by the end of the calendar month following a Fiscal Quarter, and accordingly, Owner's reporting for a Reporting Period shall be due to the City by the end of the calendar

month following the calendar month in which Owner is obligated to file. For example, for Fiscal Quarter ending September 30th, Owner's Data and Documentation shall be received by the City by November 30th.

3.1.25 "Resolution Period" shall have the meaning set forth in Section 6.15.

3.1.26 "Sale" and "Sales" mean, individually or collectively, E-Commerce Retail Sale(s).

3.1.27 "Sales Tax" means all sales and use taxes levied under the authority of the Sales Tax Law, excluding Sales Tax which is to be refunded to Owner, because of an overpayment of Sales Tax.

3.1.28 "Sales Tax Law" means (i) California Revenue and Taxation Code Section 6001 *et seq.*, and any successor law thereto, (ii) any legislation allowing City or other public agency with jurisdiction in City to levy any form of Sales Tax, and (iii) regulations of the CDTFA and other binding rulings and interpretations relating to (i) and (ii) hereof.

3.1.29 "Term" shall mean that period commencing on the Effective Date and ending on the earlier of (i) the date that is twenty (20) years after the Effective Date, or (ii) the date on which this Agreement is terminated pursuant to the specific provisions of this Agreement.

ARTICLE IV LOCATION AND OPERATION

4.1 Location and Operation Covenant. Owner hereby represents, warrants and covenants that it shall, on or before the commencement of the Term, establish its Operations through a Distribution Center within the jurisdictional boundaries of the City and shall thereafter, for the full Term, conduct any E-Commerce Retail Sales operations for the Designated Sales Territory through the Distribution Center in accordance with this Agreement, the Sales Tax Law, and all other applicable provisions of local, state and federal law. Owner shall use commercially reasonable, good faith efforts to market, promote and administer its E-Commerce Retail Sales activities, with the objective of maximizing the amount of Local Sales Tax Revenues within the Designated Sales Territory. Owner's Distribution Center(s) located in the City shall conduct its (or their) operations in accordance with all applicable provisions of local, state and federal law.

For purposes of this Section 4.1, the term "Prohibited Financial Assistance" shall mean any direct or indirect payment, subsidy, or other similar or dissimilar monetary or non-monetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, financial incentives, public financings, property or sales tax relief, relief from public improvement obligations, and payment for public improvements to or for the benefit of Owner to the extent such Prohibited Financial Assistance is given for the purpose of causing or would result in a relocation of the Distribution Center from the City, or an Event of Default by Owner hereunder, or a reduction or re-allocation of Local Sales Tax Revenues. Owner covenants and agrees for the Term, that without first obtaining the City's prior written approval, which may be given in City's sole and absolute discretion,

Owner will not directly or indirectly solicit, accept or enter into any agreement concerning any Prohibited Financial Assistance from any other public or private person or entity for itself or for any Distribution Center within a seventy-five (75) mile radius of the City.

Owner shall use commercially reasonable efforts to ensure that its Operations within the City conduct their business so that the place of sale for taxable sales occurring in the City during the Term will be the City, pursuant to the Sales Tax Law. In all sales reports filed by Owner with the CDTFA relating to taxable sales by such Operations, where such a designation is permitted or required under Sales Tax Law, Owner shall use commercially reasonable efforts to ensure that its Operations shall specify the City as the place of sale for all of its taxable sales that are conducted in the City.

4.2 Payment of City Payment. Within thirty (30) days following the later of: (i) City's receipt of final reconciliation reports from the CDTFA for a Fiscal Quarter occurring within the Term, and (ii) City's receipt of any and all Data and Documentation applicable to such Fiscal Quarter, City will determine and pay to Owner the City Payment due for such Fiscal Quarter.

4.2.1 Conditions Precedent to City Payments. City's obligations under Section 4.2 hereof are contingent on a year-to-year basis and, for each Fiscal Quarter within the Term, City's obligations to make any payments to Owner hereunder are expressly contingent upon the satisfaction of the following conditions precedent in each Fiscal Quarter after Owner has begun E-Commerce Retail Sales in City:

- (i) Owner having, for the entirety of such Fiscal Quarter, completely fulfilled its material obligations under this Agreement; and
- (ii) City's receipt and reasonable approval of the Data and Documentation, certified as complete and accurate by an authorized Owner officer or an authorized signatory delegate.

Should any one or more of the foregoing conditions precedent not be satisfied for each Fiscal Quarter, then City shall have no obligation to make any City Payment to Owner for such Fiscal Quarter until such conditions precedent are met. If the City elects to delay any payment on account of any such purported noncompliance by the Owner, the City must promptly give the Owner written notice pursuant to Section 6.8 of all such material obligations that the City alleges have not been fulfilled and cooperate with the Owner's efforts to effect a cure or remedy with respect thereto.

4.2.2 Data and Documentation. For the purposes of this Agreement, the term "Data and Documentation" means copies of Owner's quarterly reports to the CDTFA for the applicable Fiscal Quarter which sets forth the amount of Sales Taxes paid to the CDTFA during the Fiscal Quarter arising from Owners' Operations

4.2.3 Adequate Consideration. Each City Payment due and payable hereunder shall constitute the total payment to Owner for the Fiscal Quarter to which it

relates. The Parties hereto have determined and agreed that the City Payment due and payable during each Fiscal Quarter represents fair consideration to Owner for its covenants and obligations hereunder.

Both City and Owner expressly acknowledge and agree that Owner will receive no compensation under this Agreement other than the City Payment. Owner shall not be entitled to any reimbursement or other compensation from City for any costs incurred by Owner in performing or preparing to perform its obligations under this Agreement. The City Payments shall not be reduced or offset for any costs or expenses incurred by City in performing or preparing to perform its duties under this Agreement.

4.2.4 No Carry Forward or Back. City and Owner acknowledge and agree that the calculation and determination of all financial components of the Parties' rights and obligations under this Agreement shall be computed on a Fiscal Quarter-to-Fiscal Quarter basis. Revenues generated in one Fiscal Quarter may not be carried forward or back to any prior or future Fiscal Quarter, it being the express agreement and understanding of the Parties that for each Fiscal Quarter the financial obligations of the Parties and satisfaction of the conditions precedent to such obligations shall be determined and made independently of any other Fiscal Quarter.

4.2.5 Source of City Payment. City Payments shall be payable from any source of legally available funds of City. City covenants to reasonably consider such actions as may be necessary to include all City Payments owed hereunder in each of its annual budgets during the Term and to reasonably consider the necessary annual budgetary appropriations for all such City Payments.

4.2.6 Recapture of City Payments. If, at any time during or after the Term of this Agreement, CDTFA makes a final Board determination that all or any portion of the Local Sales Tax Revenues received by the City were improperly allocated and/or paid to the City, and if CDTFA requires repayment of, offsets against future Sales Tax payments, or otherwise recaptures from the City those improperly allocated and/or paid Local Sales Tax Revenues, then Owner shall, within thirty (30) days after written demand from the City, together with reasonable documentation, repay all City Payments (or applicable portions thereof) theretofore paid to Owner which are attributable to such repaid, offset or recaptured Local Sales Tax Revenues. If Owner fails to make such repayment within thirty (30) days after the City's written demand, together with reasonable documentation, then such obligation shall accrue interest from the date of the City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. In addition, to the extent unpaid, City may withhold such amounts from future City Payments. The city will promptly contact Owner regarding any communication from the CDTFA pertaining to tax allocations associated with the Owner's business.

City and Owner agree that, should the CDTFA question the correctness of the allocation or determine that there has been an improper allocation to the City, City will (at the request of Owner) engage legal counsel to use his or her best efforts to defend such allocation in all CDTFA administrative proceedings. Costs associated for such efforts will

be borne by both City and Owner in proportion to their respective percentage interests in Sales Tax revenue. For purposes of this paragraph, administrative proceedings include all CDTFA meetings, conferences and appeals before CDTFA Board members. Owner will cooperate fully with the City and its attorney. Owner shall have the right, but not the obligation, to participate in any such administrative proceedings and may engage its own legal counsel or consultant, at its own cost. In the event that the CDTFA reverses its decision (or is required to reverse its decision) and refunds or credits the City with some or all of the Sales Tax revenue previously found to have been misallocated to the City, the City shall refund all amounts previously repaid to the City pursuant to this Section with respect to such Sales Tax Revenue.

4.3 Audit of Books and Records. Either Party shall, upon no less than seventy-two (72) hours prior to written request from the other party, make its books and records relating to the calculation and determination of that Party's rights and obligations under this Agreement available at no cost to the requesting Party and/or its designees (including its accountants and/or attorneys) and shall direct its accountants and other consultants and contractors in possession of its books and records to do likewise; provided, however, that nothing herein shall be deemed to abridge or constitute a waiver of any Party's evidentiary rights and privileges arising pursuant to any provision of law, including, without implied limitation, the California Evidence Code, California Government Code (including the Public Records Act), the Code of Civil Procedure, federal statutes and state or federal judicial decisions. Furthermore, Owner may redact or omit confidential information, including but not limited to customer information such as addresses, names and phone numbers. Furthermore, all such non-privileged books and records may be made available and introduced as evidence if ordered by any court of competent jurisdiction. Each Party shall bear the costs of its own auditors, experts and other consultants it may engage to complete its investigation of the other Party's books and records; provided, however, that any audit and/or investigation ordered by the court, may be recovered as an item of litigation expense pursuant to Section 6.14.

4.4 Reconciliation. Each City Payment shall be accompanied by a statement setting forth the calculations made to determine the amount of such disbursement and setting forth all disbursements made to date. The City Payment may be subject to any credits or offsets necessary to account for adjustments to Local Sales Tax Revenues in accordance with section 3.1.18 or any other provision of this Agreement. Each Party shall have the right to contest any of the calculations or information contained in said statement or the determined amount of payment upon written notice to the other Party within sixty (60) calendar days of the date of the statement or City Payment. If the challenging Party can show to the reasonable satisfaction of the other Party, within sixty (60) calendar days of receiving such notice, that the amount of a City Payment was incorrect, either City shall disburse to Owner the correct amount due, or Owner shall reimburse City for any amount received in excess of the correct amount due.

4.5 Employment Outreach for Local Residents. A goal of the City in entering into this Agreement is to foster employment opportunities for Perris residents. To

that end, Owner shall use commercially reasonable efforts to recruit and hire local residents for full and part time employment opportunities at its Distribution Center, as determined by Owner in its sole discretion. To the extent Owner conducts any local on-site and/or off-site Job Recruitment Fairs, which are defined as Owner's pre-scheduled events open to the public with the purpose of filling 20 or more job positions at Owner's Distribution Center, Owner shall use commercially reasonable efforts to furnish the City of Perris Human Resources Development and/or Development Services Department with the location, dates and times for such Job Recruitment Fairs prior to the date of accepting applications. Job Recruitment Fairs exclude any recruitment activities or events hosted by Owner's staffing agencies or third party vendors which may be used to fill temporary job positions at Owner's Distribution Center. The City shall be authorized to post and advertise the job recruitment information provided to the City on the City's website and other jobs available and job recruitment sites within the region. Any offers of employment shall be at Owner's sole discretion. Nothing in this paragraph shall require Owner to offer employment to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section 4.5 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

4.6 Event of Default. Each of the following shall constitute an "Event of Default":

4.6.1 Failure by a Party to comply with and observe any of the conditions, terms, or covenants set forth in this Agreement, if such failure remains uncured within thirty (30) days after written notice of such failure from the non-defaulting Party to the defaulting Party in the manner provided herein or, with respect to a default that cannot be cured within thirty (30) days, if the defaulting Party fails to commence such cure within such thirty (30) day period or thereafter fails to diligently and continuously proceed with such cure to completion. However, if a different period, notice requirement, or remedy is specified under any other section of this Agreement, then the specific provision shall control.

4.6.2 Any representation or warranty contained in this Agreement or in any application, financial statement invoice, certificate, or report submitted pursuant to this Agreement proves to have been incorrect in any material respect when made.

4.7 Rights and Remedies; Rights and Remedies Not Exclusive. Unless prohibited by law or otherwise provided by a specific term of this Agreement, the rights and remedies of City and Owner under this Agreement are nonexclusive and all remedies hereunder may be exercised individually or cumulatively. Upon the other Party's Event of Default, in addition to those remedies expressly granted herein, the Parties shall also have the right to seek all other available legal and equitable remedies.

4.8 Termination.

This Agreement shall terminate upon the occurrence of any of the following events:

4.8.1 In the event Owner's lease agreement for the Initial Distribution Center in the City expires or terminates, Owner may, at its option, terminate this Agreement upon written notice to the City;

4.8.2 Cessation of Owner's Operations within the City due to a Force Majeure event as defined in Section 4.9;

4.8.3 In addition to all other rights and remedies granted to the Parties under this Agreement or available to them in equity or at law, either Party may terminate this Agreement and all of its obligations hereunder without cost or liability upon the other Party's Event of Default. Such termination shall not limit or abridge the rights and remedies available to the non-defaulting Party.

4.9 Force Majeure. Neither Party to this Agreement will be liable for failure or delay in its performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to fire, flood, war, riot, embargo, labor dispute, strike, earthquake, or other similar acts of God, acts of civil and military authorities, or terrorism.

ARTICLE V

5.1 City Representations and Warranties. City represents and warrants to Owner that, to City's actual current knowledge:

- (i) City is a municipal corporation exercising governmental functions and powers and organized and existing under the State of California;
- (ii) City has taken all actions required by law to approve the execution of this Agreement;
- (iii) City's entry into this Agreement and the performance of City's obligations under this Agreement do not violate any contract, agreement or other legal obligation of City;
- (iv) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of City's obligations under this Agreement;
- (v) City has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement has been duly authorized and no other action by City is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein; and

- (vi) The individual executing this Agreement is authorized to execute this Agreement on behalf of City.

The representations and warranties set forth above are material consideration to Owner and City acknowledges that Owner is relying upon the representations set forth above in undertaking Owner's obligations set forth in this Agreement.

The term "City's actual current knowledge" means, and is limited to, the actual current knowledge of City Manager, as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation. All of the terms, covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of City and its nominees, successors and assigns.

5.2 Owner Representations and Warranties. Owner represents and warrants to City that, to Owner's actual current knowledge:

- (i) Owner is a duly formed Delaware corporation and is in good standing and qualified to do business under the laws of the State of California;
- (ii) The individual(s) executing this Agreement is/are authorized to execute this Agreement on behalf of Owner;
- (iii) Owner has taken all actions required by law to approve this Agreement;
- (iv) Owner's entry into this Agreement and the performance of Owner's obligations under this Agreement do not violate any contract, agreement or other legal obligation of Owner
- (v) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of Owner's obligations under this Agreement; and
- (vi) Owner has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Owner is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

The representations and warranties set forth herein are material considerations to City and Owner acknowledges that City is relying upon the representations set forth above in undertaking City's obligations set forth above.

The term "Owner's actual current knowledge" means, and is limited to, the actual current knowledge of Owner staff as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation.

5.3 The City has entered into this Agreement with Owner because of the unique qualifications and identity of Owner. No voluntary or involuntary successor-in-interest of Owner shall acquire any rights or powers under this Agreement except as expressly set forth herein. Owner may not assign or transfer all or any part of this Agreement except as provided in Section 6.25.

ARTICLE VI MISCELLANEOUS

6.1 Amendment; Modification. At any time City and Owner may determine that this Agreement should be amended for the mutual benefit of the Parties, or for any other reason. Any such amendment to this Agreement shall only be by written agreement between City and Owner. City and Owner agree to consider reasonable requests for amendments to this Agreement which may be made by either of the Parties hereto, although neither Party shall be obligated to approve any such amendment. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both City and Owner. With the concurrence of the City Attorney, the City Manager is authorized on behalf of City to approve and execute Minor Amendments to this Agreement (as defined in Section 3.1.20) on behalf of City. Any amendment that is not a Minor Amendment shall require approval by the City Council. Any such approved amendment shall control over this Agreement.

6.2 California Law. This Agreement shall be construed and governed in accordance with the laws of the State of California without regard to its conflict of laws principles.

6.3 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one (1) and the same instrument.

6.4 Business Days. Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date which constitutes a Business Day.

6.5 Tax Consequences. Owner shall be responsible and assume all liability for federal, state and/or local income or other taxes resulting from its receipt of City Payments.

6.6 Rights Not Granted. This Agreement is not, and shall not be construed to be, a statutory development agreement under California Government Code Section 65864 *et seq.* or a disposition and development agreement under California Health and Safety Code Section 33000 *et seq.* This Agreement is not, and shall not be construed to be, an approval of or an agreement to issue permits or a granting of any right or entitlement by City concerning any project, development, or construction by Owner in City. This

Agreement does not, and shall not be construed to exempt Owner in any way from the requirement to obtain permits and/or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance and operation of any project, development or construction within City.

This Agreement does not, and shall not be construed to exempt Owner from the application and/or exercise of City's power of eminent domain or its police power, including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety and welfare of its citizenry.

6.7 Consent. Whenever consent or approval of either Party is required under this Agreement, that Party shall not unreasonably withhold, delay or condition such consent or approval unless a different standard is otherwise provided by a specific provision of this Agreement.

6.8 Notices and Demands. All notices or other communications required or permitted between City and Owner under this Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express), and addressed to the Parties at the addresses below subject to the right of either Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been received on the fourth (4th) Business Day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by courier service (e.g., Federal Express), shall be deemed received upon actual receipt of the same by the Party to whom the notice is given.

To City:

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

With a copy to:

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

To: Innovative Brand Partners, LLC
3880 N. Mission Road
Los Angeles, CA 90031
Attention: Tax Department

With a copy to: Forever 21, Inc.
3880 N. Mission Road

Los Angeles, CA 90031
Attention: Legal

6.9 Non-liability of Parties' Officials and Employees. No officer, elected official, contractor, consultant, attorney or employee of City shall be personally liable to Owner, any voluntary or involuntary successors or assignees of Owner, or any lender or other party holding an interest in Owner's property, in the event of any default or breach by City, or for any amount which may become due to Owner or to its successors or assignees, or on any obligations arising under this Agreement.

No officer, official, contractor, consultant, attorney or employee of Owner shall be personally liable to City, any voluntary or involuntary successors or assignees of City in the event of any default or breach by Owner, or for any amount which may become due to City or to its successors or assignees, or on any obligations arising under this Agreement.

6.10 Conflicts of Interest. No officer, elected official, contractor, consultant, attorney or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer, elected official, contractor, consultant, attorney or employee participate in any decision relating to this Agreement which unlawfully affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested.

6.11 Entire Agreement; Confidentiality. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement. The terms and existence of this Agreement will not be publicized or made public beyond what is required by law. City shall keep any and all proprietary and confidential information and data provided by Owner under this Agreement strictly confidential to the extent permitted by law. City will use information provided by Owner pursuant to this Agreement only for the purposes within the scope of this Agreement. Owner shall clearly mark or otherwise identify in writing all information it considers to be proprietary and confidential at the time it is delivered to City. The confidentiality obligation under this section shall not apply to: (a) information which is already public information or which is otherwise available to the general public; (b) information received from a third party without a similar confidentiality restriction who is lawfully in possession of the information and who has the lawful right to disclose it; (c) information that is already in City's possession prior to receiving it from Owner; (d) information delivered by Owner to City and not marked or otherwise identified as proprietary and confidential at the time it was delivered; or (e) information required to be disclosed under the California Public Records Act..

6.12 Extensions and Delays. Time is of the essence in the performance of the obligations of City and Owner under this Agreement. In addition to specific provisions of this Agreement, providing for extensions of time, times for performance hereunder shall

be extended where delays in performance are due to war, insurrection; any form of labor dispute; lockouts; riots; floods; earthquakes; fires; acts of God or of third parties; third party litigation or orders and judgments of courts of competent jurisdiction; acts of a public enemy; acts of governmental authorities; epidemics; quarantine restrictions; freight embargoes; and other circumstances outside of a Party's reasonable control (collectively, "Enforced Delays") provided, however, that the Party claiming the extension shall notify the other Party of the nature of the matter causing the default; and, provided further, that the extension of time shall be only for the period of the Enforced Delays. In no event shall either Party be deemed in default of this Agreement because of an Enforced Delay event.

6.13 Indemnification; Offset. Owner agrees to indemnify City and hold it harmless from and against all third party demands, suits, proceedings, causes of action or claims arising from, in connection with or related to this Agreement or from City's performance of this Agreement, except to the extent such demand, suit, proceeding, cause of action or claim was caused by City's negligence or intentional misconduct, or the negligence or intentional misconduct of any of the City's officials, officers, employees, or agents, with the exception of CDTFA administrative proceedings described in Section 4.2. In the event that a court or administrative body determines that any portion of Local Sales Tax Revenues must be shared with another jurisdiction, such amount shall be deducted from Local Sales Tax Revenues and shall not be used to calculate the Location Payment Obligation. The City shall fully cooperate in the defense of such demand, suit, proceeding, cause of action or claim and upon written request of Owner shall provide to Owner such documents and records in possession of the City that are relevant to such demand, suit, proceeding or claim and not otherwise protected by law.

6.14 Attorneys' Fees. In the event of the bringing of an action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Agreement or any other dispute between the Parties concerning this Agreement then, in that event, the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to recover from the other Party all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees (collectively, "Costs") incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section 6.14, Costs shall include, without implied limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation. This Section 6.14 shall survive any termination of this Agreement.

6.15 Informal Dispute Resolution. The Parties shall attempt in good faith to resolve any differences, controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior officials of the Parties who have authority to settle the difference or controversy. The disputing Party may give the other Party written notice ("Dispute Notice") that a dispute exists between them. Within twenty (20) days after

receipt of a Dispute Notice, the receiving Party shall submit to the disputing Party a written response. The Dispute Notice and response shall include (a) a statement of each Party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the official who shall represent that Party. The senior officials shall meet at a mutually acceptable time and place or by telephone conference within thirty (30) days of the date of the Dispute Notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute, up to a maximum of ninety (90) days of the date of the Dispute Notice ("Resolution Period"). In the event any Party fails to provide a response to a Dispute Notice in accordance with this section or fails to cooperate in the scheduling of, or to attend, the meetings, described above, to resolve the dispute, then, with respect to that Party, the Resolution Period shall be deemed to have run so that the dispute may immediately be subject to legal action.

6.16 Jurisdiction and Venue. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate State of California court in the County of Riverside, California. Both Parties hereto irrevocably consent to the personal jurisdiction of that court. City and Owner each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between City and Owner, due to the fact that City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, City and Owner specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. Owner acknowledges that the provisions of this Section 6.16 are material consideration to City for its entry into this Agreement, in that City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

6.17 Interpretation. City and Owner acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and that both Parties have been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the Parties with respect to any ambiguities in this Agreement.

6.18 No Waiver. Failure to insist on any occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver by any Party of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment by any Party of such other right or power at any other time or times.

6.19 Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their voluntary and involuntary successors and assigns.

6.20 No Third Party Beneficiaries. The performance of the respective obligations of City and Owner under this Agreement are not intended to benefit any party other than City or Owner. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

6.21 No Effect on Eminent Domain Authority. Nothing in this Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever City's eminent domain powers with respect to any property.

6.22 Warranty Against Payment of Consideration. Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 6.22, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Owner.

6.23 Severability. City and Owner declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms.

6.24 Further Acts. City and Owner each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder. The foregoing shall not, however, be deemed to require City to exercise its legislative discretion in any particular fashion or to provide to Owner any remedy or claim for damages against City based on the lawful exercise of City's discretion.

6.25 No Assignment, Transfer, Pledge or Hypothecation. Owner may not assign, transfer, encumber or hypothecate its rights or obligations under this Agreement to any person or entity, without the express written consent of City, which may be withheld in City's sole and absolute discretion. Any unpermitted assignment, transfer, pledge, encumbrance, or hypothecation, or any attempt to do so, shall not confer any rights upon the purported assignee or transferee and shall constitute Owner's immediate and incurable material default of this Agreement, and City may, without providing Owner notice or opportunity to cure, exercise those remedies available to City pursuant to Sections 4.6 through 4.8. Notwithstanding the foregoing, Owner shall have the right to assign this Agreement or any right or obligation hereunder to its immediate or ultimate parent, or to an affiliate, by providing advance written notice to City. An "affiliate" shall mean any legal entity that, at the applicable time, directly or indirectly controls, is controlled with or by, or is under common control with, Owner.

6.26 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or a joint venture by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

6.27 Non-Dedication of Property. The execution of this Agreement by Owner does not result in the dedication of any Owner property for public use.

[Signatures on following pages]

SIGNATURE PAGE
TO
LOCATION AGREEMENT

CITY:

CITY OF PERRIS
a California Municipal Corporation

Dated: _____

By: _____
Richard Belmudez, City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Eric L. Dunn, City Attorney

SIGNATURE PAGE
TO
LOCATION AGREEMENT

**INNOVATIVE BRAND PARTNERS,
LLC**

Dated: _____ **By:** _____

By: _____

Its: _____




CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

9.D.

MEETING DATE: February 23, 2021
SUBJECT: Check Register for December 2020
REQUESTED ACTION: Approve the City's Monthly Check Register for December 2020
CONTACT: Ernie Reyna, Director of Finance 

BACKGROUND / DISCUSSION:

The check register for the month of December 2020 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Stephen Ajobiewe, Finance Manager

REVIEWED BY:

Assistant City Manager 
Director of Finance 

Attachment: Check Register – December 31, 2020

Consent Item: X

ATTACHMENT : CHECK REGISTER – DECEMBER 31, 2020

**CITY OF PERRIS
CHECK REGISTER
December 31, 2020**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
143636	12/02/2020	BILL & DAVE'S LDSC MAINTENANCE	BENEFIT ZONES: VARIOUS IRRIGATION REPAIRS	\$ 4,671.35
143637	12/02/2020	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	16,460.00
143638	12/02/2020	FLOWATER, INC.	DRINKING WATER DISPENSER	637.99
143639	12/02/2020	HOME DEPOT CREDIT SERVICES	FACILITY SUPPLIES	208.02
143640	12/02/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	52.41
143641	12/02/2020	NEIGHBORLY SOFTWARE	CDBG: SOFTWARE RECURRING FEE/IMPLEMENTATION	11,700.00
143642	12/02/2020	PACIFIC CODE COMPLIANCE	INTERIM BUILDING OFFICIAL, OCTOBER 2020	10,230.00
143643	12/02/2020	JIM FORBES VOICE, INC.	LEGAL PUBLICATIONS	535.00
143644	12/02/2020	TEAMSTERS LOCAL 911	UNION DUES	3,535.00
143645	12/03/2020	EASTERN MUNICIPAL WATER DISTRICT	COPPER CREEK PARK: WATER/SEWER INSTALLATION	12,809.40
143646	12/04/2020	ACTIVE IMPRESSIONS	PROGRAMMING MARKETING SUPPLIES	100.00
143647	12/04/2020	AMAZON CAPITAL SERVICES	COVID: LAPTOPS/IPAD CASES/COLOR PRINTER/KEYBOARDS	4,781.92
143648	12/04/2020	ANDERSON ELECTRIC	REPAIRS: SENIOR CENTER GENERATOR/FIRE STATION #101	680.00
143649	12/04/2020	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES, SEPT 2020	20,258.78
143650	12/04/2020	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	713.23
143651	12/04/2020	AUTO AIDE TOWING	TOWING SERVICES: CODE ENFORCEMENT DEPT	12,354.00
143652	12/04/2020	BDL ALARMS, INC.	SENIOR CENTER MONTHLY FIRE ALARM FEE	700.00
143653	12/04/2020	BEAUMONT ELECTRIC, INC.	CIVIC CENTER PARKING LOT PHASE 01	470.00
143654	12/04/2020	BIO-TOX LABORATORIES	BLOOD ALCOHOL ANALYSIS	6,323.00
143655	12/04/2020	BSN SPORTS	EQUIPMENT FOR BOBGLOSS GYM	945.39
143656	12/04/2020	CALIFORNIA DEPT OF TAX AND FEE ADM	WATER RIGHTS 7/01-6/30/2021	381.27
143657	12/04/2020	CALIFORNIA DEPT OF TAX AND FEE ADM	WATER RIGHTS 7/01-6/30/2021	340.68
143659	12/04/2020	CDCE INC.	VIGILANT 3/4 CAMERA LPR SYSTEM	1,000.00
143660	12/04/2020	CG RESOURCE MANAGEMENT	WQMP SKILLS CENTER/PERRIS VALLEY TRAIL	3,161.50
143661	12/04/2020	CINTAS	COVID19: DAILY FACE COVERS	503.53
143662	12/04/2020	CMS COMMUNICATIONS, INC	SHORETEL SUPPORT 5/16/20- 5/15/2021	3,473.00
143663	12/04/2020	CODE 5 GROUP, LLC	SHERIFF DEPT: SLAP ON TRACKER	925.00
143664	12/04/2020	COMMONWEALTH LAND TITLE COMPANY	LITIGATION APN 302-130-041	750.00
143665	12/04/2020	CORPORATE PAYMENT SYSTEMS	YAC/DEV SERVICES SUPPLIES/GARDEN MAINTENANCE SUPP	741.21
143666	12/04/2020	CORPORATE PAYMENT SYSTEMS	LAPTOPS/PEST CONTROL/OFFICE SUPPLIES/CRAFT CLASS	3,182.75
143667	12/04/2020	DAN'S FEED AND SEED INC.	STRAW HAT/SINGLE CUT KEY	15.06

**CITY OF PERRIS
CHECK REGISTER
December 31, 2020**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
143668	12/04/2020	COUNTY OF RIVERSIDE	ANIMAL CONTROL GENERATOR PERMIT	53.00
143669	12/04/2020	DEPT OF TRANSPORTATION (STATE OF CA)	I 215 & HARLEY KNOX / SIGNAL & LIGHTS BILLS	18,509.37
143670	12/04/2020	DMV RENEWAL	REGISTRATION FEES VIN 315 POLARIS	75.00
143671	12/04/2020	EASTERN MUNICIPAL WATER DISTRICT	NUJEVO BRIDGE; INSPECTION DEPOSIT	35,000.00
143672	12/04/2020	EASTERN MUNICIPAL WATER DISTRICT	BRENNAN AVE 11/23/2020	50.00
143673	12/04/2020	EMERGENCY PET CLINIC OF TEMECULA	PET VISIT 6/30/2020	218.25
143674	12/04/2020	ESGIL, LLC	PLAN REVIEW SERVICES	19,059.76
143675	12/04/2020	FAMILY SERVICE ASSOC	MOBILE FRESH: SENIOR NUTRITION PRGM, OCT 2020	2,699.51
143676	12/04/2020	FEDERAL EXPRESS CORP	10/30-11/13/2020	216.79
143677	12/04/2020	FERGUSON ENTERPRISES, LLC	SALES TAX REBATE QTR 2 APR-JUN 2020	3,622.50
143678	12/04/2020	FIELDMAN, ROLAPP & ASSOCIATES	PROFESSIONAL SERVICES: CFDS	4,228.95
143679	12/04/2020	FRONTIER	WATER DEPT 940-4036 10/16-12/15/2020	856.25
143680	12/04/2020	GALLARDOS TRANSMISSION	VARIOUS SMOG CHECKS	450.00
143681	12/04/2020	GREG GARAY	WORK BOOTS/VISION REIMBURSEMENT	1,007.69
143682	12/04/2020	ALFREDO GARCIA	GRAMMARLY MEMBERSHIP	139.95
143683	12/04/2020	GRANICUS, INC.	WEBSITE MAINTENANCE: GOVACCESS/HOSTING/LICENSING FEE	12,600.00
143684	12/04/2020	STEPHEN HALE	VISION REIMBURSEMENT	80.65
143685	12/04/2020	HARRINGTON DECORATING COMPANY	CHRISTMAS TREE LIGHTING EVENT	3,344.47
143686	12/04/2020	HELIX ENVIRONMENTAL PLANNING	SAN JACINTO RIVER TRAIL OCT-NOV 2020	6,744.32
143687	12/04/2020	HERNANDEZ LANDSCAPE CO, INC	PARKS: LANDSCAPE MAINTENANCE SERVICES	18,775.00
143688	12/04/2020	SOUTHERN CALIFORINA EDISON	COVID: UTILITY ASSISTANCE PROGRAM	547.02
143690	12/04/2020	HORTICULTURAL PEST MANAGEMENT	PARKS: PEST CONTROL SERVICES	1,168.00
143691	12/04/2020	VISUAL EDGE, INC.	PRINTER SERVICES SEPT-OCT 2020	5,704.49
143692	12/04/2020	IMPERIAL SPRINKLER SUPPLY	PARKS: IRRIGATION PARTS	5,941.23
143693	12/04/2020	iWorQ Systems, Inc.	PUB WORKS: SOFTWARE MGMT & SUPPORT AUG- JULY 2021	8,500.00
143694	12/04/2020	JOE JONES	VISION REIMBURSEMENT	634.94
143695	12/04/2020	CYNTHIA LEMUS	VISION REIMBURSEMENT	123.44
143696	12/04/2020	LIFESIGNS, INC.	SIGN LANGUAGE INTERPRETATION 11/10/2020	300.00
143697	12/04/2020	CRYSTAL LOPEZ	URBAN GREEN MEETING	36.44
143698	12/04/2020	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	1,925.13
143699	12/04/2020	MILLSTEN ENTERPRISES, INC.	GOETZ PARK PHSE II 10/01-10/31/2020	3,325.00

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143700	12/04/2020	ONE STOP PARTS SOURCE TEMECULA	SYNTHETIC OIL	223.94
143701	12/04/2020	PINEDA GENERAL CONSTRUCTION	SIDEWALK REPAIRS; COUDURES WAY	7,020.00
143702	12/04/2020	RACHEL PINEDO	VISION REIMBURSEMENT	210.97
143703	12/04/2020	QUIROZ TACOS	CATERING: COMMUNITY OUTREACH PROP68 11/13/20	900.00
143704	12/04/2020	ARCENIO RAMIREZ	RECREATION DEPT MEETING	59.75
143705	12/04/2020	RIGHTWAY	PORTABLE TOILET SERVICES	897.50
143706	12/04/2020	RIVERSIDE COUNTY SHERIFF'S DEPT	2017 JAG GRANT 8/01-9/30/2020	9,373.02
143707	12/04/2020	ROBERT'S FINE ART & FRAMING	SERVICE AWARDS CERTIFICATE FRAMES	378.20
143708	12/04/2020	ROW TRAFFIC SAFETY, INC	COVID19: MESSGAE BOARD EQUIPMENT RENTAL	2,850.00
143709	12/04/2020	SAFETY-KLEEN SYSTEMS, INC.	OIL SERVICE/USED OIL RECYCLE	373.00
143710	12/04/2020	JAMIE SALAZAR	MILEAGE REIMBURSEMENT	246.33
143711	12/04/2020	SC FUELS	FUEL CARDS OCT-NOV 2020	6,736.34
143712	12/04/2020	SOUTHERN CALIFORNIA EDISON	PERRIS BLVD 10/08-11/06/20	50.87
143713	12/04/2020	SOUTHERN CALIFORNIA EDISON	7TH ST & B ST 10/01-11/01/20	4,113.44
143714	12/04/2020	SOUTHERN CALIFORNIA EDISON	10/08-11/06/2020	6,045.21
143715	12/04/2020	SOUTHERN CALIFORNIA EDISON	8/26-9/28/2020	15,289.74
143716	12/04/2020	SOUTHERN CALIFORNIA EDISON	10/01-11/01/2020	33,465.55
143717	12/04/2020	SOUTHERN CALIFORNIA EDISON	A STREET WIDENING: NEW METER	4,736.16
143718	12/04/2020	STATER BROS MARKETS	YAC MEETING/CAL FRESH/MORGAN PARK FILMING	248.44
143719	12/04/2020	STEVE LEMON AIR CONDITIONING	MONTHLY MAINTENANCE	3,539.00
143720	12/04/2020	SUPERION, LLC	PENTAMATION SOFTWARE MAINT 12/01-12/31/2020	4,072.87
143721	12/04/2020	SWANK MOTION PICTURES, INC	MOVIES AT THE PARK	70.00
143722	12/04/2020	SYNTECH	MONTHLY SERVER SUPPORT OCT-NOV 2020	4,823.00
143723	12/04/2020	T-MOBILE USA INC	GPS LOCATE 10/18-10/22/20	255.00
143724	12/04/2020	TalentZok	TEMP STAFF SERVICES	1,953.76
143725	12/04/2020	THE LUERA FAMILY	DONATION: TOY DRIVE/FOOD BANK PROJECT	7,100.00
143726	12/04/2020	RICHARD TOTH	VISION REIMBURSEMENT	623.00
143727	12/04/2020	U. S. POSTAL SERVICE	BULK POSTAGE PERMIT: WATER BILLS	4,000.00
143728	12/04/2020	UNIFIRST CORPORATION	MAT SCRAPER SERVICES	41.86
143729	12/04/2020	UNITED RENTALS (NORTH AMERICA) INC.	EQUIPMENT RENTAL: WATER TRUCK	1,914.00
143730	12/04/2020	VOYAGER FLEET	FUEL CARDS CLOSING 11/24/20	388.51

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143731	12/04/2020	WALTERS WHOLESALE ELECTRIC CO	LIGHT REPAIRS: FIRE STATION 101 & CITY HALL EXTERIOR	732.56
143732	12/04/2020	WESTERN RIVERSIDE COUNTY MSHCP	MSHCP FEES, OCT 2020	251,798.00
143733	12/04/2020	WESTERN RIVERSIDE COUNCIL OF GOV	TUMF FEES, OCT 2020	293,818.00
143734	12/04/2020	WINGRAPHICS, INC	CIP POSTERS	129.30
143735	12/04/2020	XEROX FINANCIAL SERVICES	PUB WORKS: COPIER LEASE 11/12-12/11/20	358.75
143736	12/09/2020	ALESHIRE & WYNDER, LLP	LEGAL SERVICES, NOVEMBER 2020	30,184.81
143737	12/09/2020	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	995.00
143738	12/09/2020	BILL & DAVE'S LDSC MAINTENANCE	LMD 1-2016-17-02 10/01-10/31/2020	47,702.10
143739	12/09/2020	CREATIVE PRINTING	BUSINESS CARDS: PW DIRECTOR	37.71
143740	12/09/2020	DENNIS GRUBB & ASSOCIATES	DEVELOPMENT REVIEW SERVICES	200.00
143741	12/09/2020	FLOWATER, INC.	PW DEPT: DRINKING WATER DISPENSER	154.41
143742	12/09/2020	HOME DEPOT CREDIT SERVICES	CHRISTMAS TREE LIGHTING EVENT	1,208.22
143743	12/09/2020	INTERWEST CONSULTING GROUP, INC.	GENERAL ENGINEERING SERVICES: NUEVO RD WIDENING/ D STREET	206,126.41
143744	12/09/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	171.79
143745	12/09/2020	LA GARE CAFE	GROW PERRIS URBAN GREENING 11/07/20	96.46
143746	12/09/2020	LEILANI CONSTRUCTION INC.	SIDEWALK REPAIRS: ETHANAC/GOETZ RD	10,000.00
143747	12/09/2020	LYONS SECURITY SERVICE INC.	CAMERA SURVEILLANCE OF PARKS	6,351.31
143748	12/09/2020	MONICA MARTINEZ	VISION REIMBURSEMENT	400.00
143749	12/09/2020	BOYS & GIRLS CLUB OF MENIFEE	CDBG PROGRAM JULY-AUG 2020	2,211.80
143750	12/09/2020	NEIGHBORLY SOFTWARE	CDBG: IMPLEMENTATION	1,500.00
143751	12/09/2020	JIM FORBES VOICE, INC.	2ND READING ORDINANCE 1395	102.80
143752	12/09/2020	RK ENGINEERING GROUP INC	FINAL TRAFFIC STUDY	2,440.00
143753	12/09/2020	LAURA SOSA	FITNESS INSTRUCTOR SEPT - NOV 2020	1,950.00
143754	12/09/2020	WATER EDUCATION SERVICES, INC	PROFESSIONAL SERVICES: WATER & SEWER	3,300.00
143755	12/10/2020	AAMES LOCK & SAFE, CO.	CITY HALL: ELECTRIFIED LOCKING HARDWARE	3,081.28
143756	12/10/2020	ACTIVE IMPRESSIONS	GROW PERRIS: STAFF POLO	30.58
143757	12/10/2020	ADLERHORST INTERNATIONAL LLC	K9 ONSITE TRAINING, NOV 2020	175.00
143758	12/10/2020	AMAZON WEB SERVICES, INC.	CLOUD STORAGE SERVICES SEPT- OCT 2020	1,444.59
143759	12/10/2020	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES: SENIOR CENTER/TEEN CENTER/RECREATION	2,989.27
143760	12/10/2020	ANDERSON ELECTRIC	REPAIRS: CESAR CHAVEZ LIBRARY/FIRE STATION/SENIOR CENTER	3,287.00
143761	12/10/2020	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	3,642.72

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143762	12/10/2020	AUTO ZONE COMMERCIAL	HALOGEN TWIN C SYLANIA BASIC BULBS	77.55
143763	12/10/2020	BAY ALARM COMPANY	MONITORING 12/01-12/31/2020	505.00
143764	12/10/2020	BDL ALARMS, INC.	SENIOR CENTER MONTHLY FIRE ALARM FEE	70.00
143765	12/10/2020	SOCAL GAS	COVID: UTILITY ASSISTANCE PROGRAM	17.57
143766	12/10/2020	SOUTHERN CALIFORNIA EDISON	COVID: UTILITY ASSISTANCE PROGRAM	71.09
143767	12/10/2020	REDLANDS TOWN SQUARE	COVID: RENTAL/MORTGAGE ASSISTANCE PROGRAM	7,200.00
143768	12/10/2020	BRAZEN TECHNOLOGIES, INC.	VIRTUAL JOB FAIR 11/30-11/29/21	5,720.00
143769	12/10/2020	DEREK BROWN	DANCE INSTRUCTOR: VIRTUAL CLASS 10/05-10/29/20	600.00
143770	12/10/2020	CALDERON, CARMEN	WATER DEPOSIT REFUND	3.50
143771	12/10/2020	SPENCER CAMPBELL	VISION REIMBURSEMENT	417.40
143772	12/10/2020	CINTAS	FACILITY MAINT SUPPLIES	2,008.99
143773	12/10/2020	COMCATE	DEVELOPMENT SERVICES: APP SERVICES RENEWAL 1/01-12/31/21	7,512.83
143774	12/10/2020	COMMUNITY WORKS DESIGN GROUP	ENCHANTED HILLS PARK: CONSTRUCTION DOCS	21,082.98
143775	12/10/2020	CPRS	MEMBER RENEWAL FEES	450.00
143776	12/10/2020	EASTERN MUNICIPAL WATER DISTRICT	SEWER, SEPT 2020	17.60
143777	12/10/2020	EASTERN MUNICIPAL WATER DISTRICT	10/18-11/18/2020	5,633.27
143778	12/10/2020	EASTERN MUNICIPAL WATER DISTRICT	10/19-11/19/2020	121,231.81
143779	12/10/2020	ESGIL, LLC	PLAN REVIEW SERVICES	52,550.93
143780	12/10/2020	EWING	GROUNDS MAINTENANCE	79.13
143781	12/10/2020	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY	LANDLORD/TENANT PROGRAM, OCT 2020	2,708.33
143782	12/10/2020	FIRST SECURITY FINANCE, INC.	SOLAR PANEL LOAN PMT, 12/01-1/01/21	2,563.82
143783	12/10/2020	FK NUTRITION CONSULTING, INC.	GROW PERRIS, USDA PERRIS FARM	95.00
143784	12/10/2020	CALIBER HOME LOANS, INC.	COVID: RENTAL/MORTGAGE ASSISTANCE PROGRAM	7,200.00
143785	12/10/2020	FRONTIER	657-1104 11/12-12/11/2020	1,315.57
143786	12/10/2020	GALLARDOS TRANSMISSION	SMOG CHECK	75.00
143787	12/10/2020	GLOBAL POWER GROUP, INC.	GENERATOR MAINT: FIRE STATION/SENIOR CTR/CITY HALL	2,915.00
143788	12/10/2020	GOSCH - TOYOTA	TOYOTA BATTERIES	578.79
143789	12/10/2020	GRAINGER	D STREET: (3) CIGARETTE RECEPTACLE	926.34
143790	12/10/2020	HAULAWAY STORAGE CONTAINERS, INC	251 W METZ RD : 20FT CONTAINER RENTAL	165.20
143791	12/10/2020	HERNANDEZ LANDSCAPE CO, INC	WEED ABATEMENT: INDIAN AVE, RAMONA EXPWY	4,650.00
143792	12/10/2020	HILLCREST CONTRACTING, INC.	A STREET IMPROVEMENTS, PROGRESS PAYMENT	50,406.44

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143793	12/10/2020	HINDERLITER DeLLAMAS & ASSOCIATES	CANNABIS MANAGEMENT PROGRAM	3,500.00
143794	12/10/2020	HORIZONS CONSTRUCTION	CIVIC CENTER IMPROVEMENTS 10/15/2020	79,405.75
143795	12/10/2020	HORTICULTURAL PEST MANAGEMENT	PEST CONTROL, NOV 2020	145.00
143796	12/10/2020	SOCAL GAS	COVID: UTILITY ASSISTANCE PROGRAM	66.22
143797	12/10/2020	ACC PROPERTY MANAGEMENT	COVID: RENTAL/MORTGAGE ASSISTANCE PROGRAM	7,200.00
143798	12/10/2020	VISUAL EDGE, INC.	PUB WORKS: PRINTER SERVICES	43.65
143799	12/10/2020	INLAND DESERT SECURITY & COMMUNICATIONS	PUBLIC WORKS: ANSWERING SERVICES	411.00
143800	12/10/2020	INLAND LIGHTING SUPPLIES	"D" STREET, DECORATIVE STREETLIGHT REPAIRS	155.16
143801	12/10/2020	INLAND ROAD SERVICE & TIRE	CAT BACKHOE TIRES/HARDWARE	5,814.04
143802	12/10/2020	INTERMEDIA.NET INC.	OFFICE 365 SUPPORT OCT- DEC 2020	4,963.90
143803	12/10/2020	IRON MOUNTAIN	FILE STORAGE SERVICES: 12/01-12/31/20	650.69
143804	12/10/2020	JOHNSON CONTROLS FIRE PROTECTION	BOB GLASS GYM: ANNUAL SERVICE AGREEMENT	4,200.82
143805	12/10/2020	KH METALS AND SUPPLY	ORANGE AVE BRIDGE SUPPLIES	126.85
143806	12/10/2020	KIMBALL MIDWEST	PAINT, DIELECT GREASE PRESS	286.39
143808	12/10/2020	LAWLER'S TRIPLE L TOWING	TOWING SERVICES: PERRIS STATION	266.00
143809	12/10/2020	LIFESTYLE ARCHITECTS, INC.	COVID: BUSINESS ASSISTANCE PROGRAM	10,000.00
143810	12/10/2020	LOR GEOTECHNICAL GROUP INC	NUEVO RD WIDENING	120.00
143811	12/10/2020	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	19,801.35
143812	12/10/2020	MARTINEZ, ELIZABETH	WATER DEPOSIT REFUND	3.50
143813	12/10/2020	JOSE G. MARTINEZ	REIMBURSEMENT: PARKS MAINTENANCE	300.00
143814	12/10/2020	SOUTHERN CALIFORNIA EDISON	COVID: UTILITY ASSISTANCE PROGRAM	466.05
143815	12/10/2020	OSORIO, ALICIA	WATER DEPOSIT REFUND	3.50
143816	12/10/2020	PERRIS VALLEY CHAMBER OF COMME	SPONSORSHIP: G.I.V.E.	750.00
143817	12/10/2020	PITNEY BOWES GLOBAL FINANCIAL	MAILER SOFTWARE 9/20-12/19/2020	838.77
143818	12/10/2020	PVP COMMUNICATIONS, INC	SHERIFF DEPT: HELMET KIT	1,343.89
143819	12/10/2020	RIVERSIDE CTY COLLEGE DIST FOUNDATION	SPONSORSHIP: MORENO VALLEY COLLEGE (GIVING WEEK)	1,000.00
143820	12/10/2020	RESTORING HOPE COMMUNITY	COVID: BUSINESS ASSISTANCE PROGRAM	10,000.00
143821	12/10/2020	RIGHTWAY	PORTABLE TOILET SERVICES	94.78
143822	12/10/2020	RIVERSIDE COUNTY SHERIFF'S DEPT	CONTRACT LAW ENF BP #04 9/24-10/21/2020	1,491,074.26
143823	12/10/2020	COUNTY OF RIVERSIDE-DEPT OF ENV HEALTH	VECTOR CONTROL SERVICES, JULY- SEPT 2020	10,042.53
143824	12/10/2020	EDUARDO ROBLES	REIMBURSEMENT: OFFICER TRAINING COURSE	40.00

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143825	12/10/2020	ROTARY CLUB OF PERRIS	MEMBER QTRLY DUES (2)	275.00
143826	12/10/2020	ROW TRAFFIC SAFETY, INC	VARIOUS STREET SIGNS	1,628.65
143827	12/10/2020	SAM'S CLUB DIRECT	MEMBER RENEWAL FEES	45.00
143828	12/10/2020	SC FUELS	FUEL- WILL CALL	55.57
143829	12/10/2020	SC FUELS	FUEL CARDS	3,347.74
143830	12/10/2020	SOUTHERN CALIFORNIA EDISON	HARLEY KNOX 10/16-11/17/20	26.15
143831	12/10/2020	SOUTHERN CALIFORNIA EDISON	RAMONA/INDIAN 10/19-11/18/20	226.04
143832	12/10/2020	SHRED-IT C/O STERICYCLE, INC.	FINANCE DEPT; SHREDDING SERVICES	244.91
143833	12/10/2020	STEVEN R SMITH	APPRAISAL FOR 129 E 10TH STREET	475.00
143834	12/10/2020	SPARKLETT'S	BOTTLED WATER SERVICES	67.92
143835	12/10/2020	STANLEY CONVERGENT SECURITY, INC	MORGAN STREET PARK, BOC END OF CONTRACT	710.67
143836	12/10/2020	STATER BROS MARKETS	CS DEPT: EVENT SUPPLIES	170.28
143837	12/10/2020	STEBBINS, DAVID	WATER DEPOSIT REFUND	100.69
143838	12/10/2020	STEVE LEMON AIR CONDITIONING	COVID19: DISINFECT HEATER/AC UNITS	3,590.00
143839	12/10/2020	ARIZONA MACHINERY LLC	V-8ELTS, SCREWS, WASHERS	251.86
143840	12/10/2020	SUPERION, LLC	PENTAMATION SOFTWARE MAINT 9/01-9/30/20	4,072.87
143841	12/10/2020	TalentZok	TEMP STAFF SERVICES	1,605.59
143842	12/10/2020	TERRYBERRY	ANNUAL SERVICE AWARDS	839.20
143843	12/10/2020	SPECTRUM BUSINESS	INTERNET SERVICES NOV-DEC 2020	5,113.56
143844	12/10/2020	ANGELIC TREJO	REIMBURSEMENT: VISION CARE/MEETING SUPPLIES	329.73
143845	12/10/2020	TRULY NOLEN OF AMERICA , INC.	MONTHLY PEST CONTROL	475.00
143846	12/10/2020	UNIFIRST CORPORATION	MAT SCRAPER SERVICES	81.78
143847	12/10/2020	VERIZON WIRELESS	CITY STAFF PHONES/IPADS OCT-NOV 2020	19,509.69
143848	12/10/2020	VIVINT SOLAR DEVELOPMENT, LLC	PERMIT REFUND PMT 20-01248	350.00
143849	12/10/2020	WALTERS WHOLESale ELECTRIC CO	CITY HALL: MATERIALS/SUPPLIES	1,037.98
143850	12/10/2020	WINZER CORPORATION	AUTO MAINTENANCE & COVID19 FACILITY SUPPLIES	658.27
143851	12/10/2020	XEROX FINANCIAL SERVICES	PW DEPT: COPIER LEASE 10/07-12/06/20	272.54
143852	12/11/2020	JOEL PATTON	COVID: RENTAL/MORTGAGE ASSISTANCE PROGRAM	2,850.00
143853	12/16/2020	BARNES CONSTRUCTION, INC.	WEED ABATEMENT: CORNER OF "G" STREET & CASE RD	4,800.00
143854	12/16/2020	BILL & DAVE'S LDSC MAINTENANCE	PARKS LANDSCAPE MAINT, NOV 2020	36,152.25
143855	12/16/2020	SARA CORTES DE PAVON	VISION REIMBURSEMENT	850.00

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143856	12/16/2020	CREATIVE PRINTING	BUSINESS CARDS	37.71
143857	12/16/2020	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	6,950.00
143858	12/16/2020	HOME DEPOT CREDIT SERVICES	PARKS MAINTENANCE	109.72
143859	12/16/2020	INTERWEST CONSULTING GROUP, INC.	INTERIM PUB WORKS DIRECTOR/JOB SKILLS CENTER/DEV SVCS	82,421.61
143860	12/16/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	367.41
143861	12/16/2020	LEILANI CONSTRUCTION INC.	ETHANAC/TRUMBLE RD & PERRIS VALLEY TRAIL MAINT	6,700.00
143862	12/16/2020	LIFE LIFTERS INTERNATIONAL	CDBG PROGRAM, NOVEMBER 2020	6,280.62
143863	12/16/2020	LYONS SECURITY SERVICE INC.	SECURITY OFFICER/VEHICLE PATROL/PARKS CAMERA SURVEIL.	32,868.15
143864	12/17/2020	AMAZON WEB SERVICES, INC.	CLOUD STORAGE SERVICES NOV, 2020	581.20
143865	12/17/2020	ANDERSON ELECTRIC	REPAIRS: CESAR CHAVEZ LIBRARY/MONUMENT PRK/SENIOR CTR	7,089.00
143866	12/17/2020	AUTO ZONE COMMERCIAL	2006 CHEVROLET TRUCK PARTS	374.62
143867	12/17/2020	CAMPOS MATERIALS	CITY HALL PROJECT	578.56
143868	12/17/2020	CINTAS	FACILITY MAINTENANCE SUPPLIES	946.36
143869	12/17/2020	CORPORATE PAYMENT SYSTEMS	BUSINESS EXPENSES / FUEL	329.06
143870	12/17/2020	CORPORATE PAYMENT SYSTEMS	MEETING EXPENSES /SERVICE AWARDS	1,217.54
143871	12/17/2020	CR&R ENVIRONMENTAL SERVICES	SOLIDWASTE FEES COLLECTED, NOV 2020	76,340.09
143872	12/17/2020	CR&R	11 S D ST/251 W METZ RD 40YARD DUMP	1,047.29
143873	12/17/2020	CR&R	TRASH FEES COLLECTED BY EMWD, OCT 2020	435,331.91
143874	12/17/2020	DAN'S FEED AND SEED INC.	PET FOOD	98.19
143875	12/17/2020	DATA TICKET, INC.	DAILY CITATION PROCESSING, CODE ENFORCEMENT	404.40
143876	12/17/2020	DEPT OF TRANSPORTATION	I 215 & HARLEY KNOX BLVD , CALTRANS	28,845.96
143877	12/17/2020	PREM DURAIRAJ	GROW PERRIS: FARM TO SCHOOL MASTER DESIGN	3,750.00
143878	12/17/2020	EARTHCHEM INDUSTRIAL SUPPLY, LLC	COVID19: DISINFECTANT SUPPLIES	3,073.50
143879	12/17/2020	EASTERN MUNICIPAL WATER DISTRICT	SEWER, NOV 2020	143,197.76
143880	12/17/2020	EASTERN MUNICIPAL WATER DISTRICT	10/22-11/24/2020	1,457.40
143881	12/17/2020	EASTERN MUNICIPAL WATER DISTRICT	BRENNAN AVE BZ96	1,714.49
143882	12/17/2020	EASTERN MUNICIPAL WATER DISTRICT	10/22-11/24/2020	20,403.10
143883	12/17/2020	PARK PLACE	COVID: RENTAL/MORTGAGE ASSISTANCE PROGRAM	1,287.00
143884	12/17/2020	ESGIL, LLC	PLAN REVIEW SERVICES	4,819.69
143885	12/17/2020	EWING	PARKS DIVISION: TOOLS	322.37
143886	12/17/2020	FK NUTRITION CONSULTING, INC.	GROW PERRIS: FARM TO SCHOOL	1,520.00

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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
143887	12/17/2020	GALLARDOS TRANSMISSION	SMOG CHECK	150.00
143888	12/17/2020	GAVILAN SPRINGS NURSERY	CITY HALL	137.38
143889	12/17/2020	GLOBAL POWER GROUP, INC.	SENIOR CENTER: COOLING SERVICE	1,888.04
143890	12/17/2020	GORM, INC.	GRAY ROLL LINERS, HOT CUPS, CLEANER	468.88
143891	12/17/2020	GOVERNMENTJOBS.COM	SETUP & SUBSCRIPTION 11/02-11/01/2021	31,822.58
143892	12/17/2020	GREENPLAY, LLC	CONSULTING SERVICES: PARKS & REC MASTER PLAN	2,645.00
143893	12/17/2020	STEPHEN HALE	VISION REIMBURSEMENT	194.00
143894	12/17/2020	HINDERLITER DELLAMAS & ASSOCIATES	SALES TAX 2ND QTR/AUDIT SERVICES	11,051.71
143895	12/17/2020	SOUTHERN CALIFORNIA EDISON	COVID: UTILITY ASSISTANCE PROGRAM	84.35
143896	12/17/2020	SOCAL GAS	COVID: UTILITY ASSISTANCE PROGRAM	24.58
143897	12/17/2020	HORIZONS CONSTRUCTION	COPPER CREEK PARK	433,016.84
143898	12/17/2020	SOUTHERN CALIFORNIA EDISON	COVID: UTILITY ASSISTANCE PROGRAM	41.40
143899	12/17/2020	HYDROPOINT DATA SYSTEMS, INC.	PARKS EQUIPMENT	729.00
143900	12/17/2020	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERING SERVICES	501.00
143901	12/17/2020	JACQUEZ, ANA	EDUCATION REIMBURSEMENT FY20-21	810.49
143902	12/17/2020	KH METALS AND SUPPLY	ORANGE AVE BRIDGE SUPPLIES	2,262.02
143903	12/17/2020	KIMBALL MIDWEST	TRUCK SAFETY USABLE SQUARE PIN	62.50
143904	12/17/2020	LOS ANGELES ENGINEERING, INC.	MORGAN PARK PHSE II, OCT 2020	367,175.00
143905	12/17/2020	NEW PIG CORPORATION	(3) PIG TRUCK SPILL KIT	748.20
143906	12/17/2020	RIGHT OF WAY, INC.	PARKS: SAFETY SIGNS	897.50
143907	12/17/2020	COUNTY OF RIVERSIDE TREASURER	PERRIS STATION APARTMENTS: PROPERTY TAXES FY 20-21	20,638.78
143908	12/17/2020	SOUTHERN CALIFORNIA EDISON	10/20-11/25/2020	329.40
143909	12/17/2020	SOUTHERN CALIFORNIA EDISON	405 RAMONA EXPWY, NOV 2020	485.73
143910	12/17/2020	STATER BROS MARKETS	HR INTERVIEWS	50.21
143911	12/17/2020	SUSAN W CASE INC.	PUBLISHING SERVICES: PEDESTRIAN BRIDGE RUBY/COPPER	300.00
143912	12/17/2020	SWRCB	ANNUAL PERMIT FEE (STATE WATER BOARD)	2,848.00
143913	12/17/2020	THR CALIFORNIA, LP	WATER DEPOSIT REFUND	45.51
143914	12/17/2020	SPECTRUM BUSINESS	INTERNET SERVICES NOV-DEC 2020	4,514.90
143915	12/17/2020	TOTALPLAN INC.	COVID19: I.T. DEPT CUBICLES	3,133.06
143916	12/17/2020	TYLER BUSINESS FORMS	A/P CHECK STOCK	611.83
143917	12/17/2020	TYLER TECHNOLOGIES, INC.	APPLICATION SERVICES: 1/01-3/31/2021	48,191.66

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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
143918	12/17/2020	UNIFIRST CORPORATION	MAT SCRAPER SERVICES	793.23
143919	12/17/2020	UNIVERSE BARBER SHOP, INC.	COVID: BUSINESS ASSISTANCE PROGRAM	3,000.00
143920	12/17/2020	USA SPECIALIZED SERVICES	WATER DEPOSIT REFUND	200.08
143921	12/17/2020	WESTERN EXTERMINATOR COMPANY	PARKS PEST CONTROL	54.50
143922	12/17/2020	ZAMORA, JOSEPH L	WATER DEPOSIT REFUND	11.65
143923	12/18/2020	MR. COOPER	COVID: RENTAL/MORTGAGE ASSISTANCE PROGRAM	3,600.00
143924	12/23/2020	ADVANCE REFRIGERATION & ICE SYSTEMS	FIRE STATION #101	426.64
143925	12/23/2020	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	385.00
143926	12/23/2020	STEPHANIE CARRILLO	VISION REIMBURSEMENT	253.25
143927	12/23/2020	FLOWATER, INC.	DRINKING WATER DISPENSER	308.80
143928	12/23/2020	HOME DEPOT CREDIT SERVICES	PUB WORKS BUILDING IMPROVEMENTS/11 S D STREET	1,504.96
143929	12/23/2020	J THAYER COMPANY, INC.	OFFICE/BREAKROOM SUPPLIES	1,718.10
143930	12/23/2020	PACIFIC CODE COMPLIANCE	HOUSE PROJECT, RIVERA NOV 2020	500.00
143931	12/23/2020	JEFFREY ROBINSON	VISION REIMBURSEMENT	149.00
143932	12/23/2020	AAMES LOCK & SAFE, CO.	TROUBLESHOOT: BOB GLASS GYM & 401 N D STREET	567.50
143933	12/23/2020	ADAME LANDSCAPE, INC.	LANDSCAPE MAINT, SEPTEMBER 2020	910.43
143934	12/23/2020	ARSA DESIGNS	PERSONAL PROTECTIVE EQUIPMENT	220.32
143935	12/23/2020	AWARDS AND SPECIALTIES	OFFICE SUPPLIES	26.10
143936	12/23/2020	CDW GOVERNMENT	THERMAL PRINTER INK	205.16
143937	12/23/2020	CINTAS	FACILITY MAINTENANCE SUPPLIES	1,341.69
143938	12/23/2020	CORPORATE PAYMENT SYSTEMS	ADOBE SUBSCRIPTION/BNP MEDIA/BUSINESS MEALS	733.39
143939	12/23/2020	CORPORATE PAYMENT SYSTEMS	LAPTOP/ANNUAL SERVICE AWARDS/CODE ENFORCEMENT EXPENSES	3,963.29
143940	12/23/2020	CORPORATE PAYMENT SYSTEMS	OFFICE CHAIR/SUPPLIES/ANNUAL SVC AWARDS	4,303.89
143941	12/23/2020	CRIME SCENE STERI-CLEAN, LLC	1086 ALDERWOOD DR	750.00
143942	12/23/2020	DATA TICKET, INC.	CITATION PROCESSING, AUG-NOV 2020	237.15
143943	12/23/2020	DOVERSPIKE & ASSOC. INC.	APPRAISAL : RETAINER FEE	3,000.00
143944	12/23/2020	EASTERN MUNICIPAL WATER DISTRICT	10/22-12/08/2020	594.43
143945	12/23/2020	EASTERN MUNICIPAL WATER DISTRICT	BRENNAN AVE BZ96	290.01
143946	12/23/2020	SOUTHERN CALIFORNIA EDISON	COVID: UTILITY ASSISTANCE PROGRAM	71.79
143947	12/23/2020	EXPERIAN	CREDIT CHECK SVCS 11/04-11/25/20	54.11
143948	12/23/2020	FEDERAL EXPRESS CORP	12/02-12/03/2020	200.00

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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
143949	12/23/2020	MICHAEL BRACKEN, MANAGING PARTNER	SALES TAX REBATE PRGM: 3RD QTR	4,235.00
143950	12/23/2020	SOUTHERN CALIFORNIA EDISON	COVID: UTILITY ASSISTANCE PROGRAM	49.28
143951	12/23/2020	EASTERN MUNICIPAL WATER DISTRICT	COVID: UTILITY ASSISTANCE PROGRAM	117.22
143952	12/23/2020	GORM, INC.	PARKS: TOOLS/EQUIPMENT	1,521.30
143953	12/23/2020	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERING SERVICES	426.00
143954	12/23/2020	JUAN LEMUS	VISION REIMBURSEMENT	139.98
143955	12/23/2020	REDLANDS TOWNE SQUARE	COVID: RENTAL/MORTGAGE ASSISTANCE PROGRAM	3,600.00
143956	12/23/2020	NAPA AUTO PARTS	VARIOUS VEHICLE PARTS	231.63
143957	12/23/2020	POOL REHAB	CITY HALL WATER FOUNTAIN MAINTENANCE	600.00
143958	12/23/2020	PREMIERE GLOBAL SERVICES	CONFERENCE CALL SERVICES: DEVELOPMENT SVCS DEPT	1,003.79
143959	12/23/2020	ARCENIO RAMIREZ	CSMFO MUNICIPAL FEE	150.00
143960	12/23/2020	ERNEST REYNA	VISION REIMBURSEMENT	765.85
143961	12/23/2020	RCIT	SHERIFF: RADIO SERVICES	870.06
143962	12/23/2020	ROMO PIPELINE	EVANS RD & BEAR MEADOWS RD	52,251.06
143963	12/23/2020	SOUTHERN CALIFORNIA EDISON	10/27-11/25/2020	489.12
143964	12/23/2020	SOUTHERN CALIFORNIA EDISON	10/28-11/30/2020	1,120.70
143965	12/23/2020	SOUTHERN CALIFORNIA EDISON	10/01-11/25/2020	1,259.79
143966	12/23/2020	SOUTHERN CALIFORNIA EDISON	10/27-11/25/2020	7,599.43
143967	12/23/2020	NORMA YAVONNE SIMS	VISION REIMBURSEMENT	155.98
143968	12/23/2020	SPARKLETT'S	BOTTLED WATER SERVICES	34.51
143969	12/23/2020	ARIZONA MACHINERY LLC	TRACTOR REPAIR PARTS	364.07
143970	12/23/2020	TLC ANIMAL REMOVAL SERVICES	ANIMAL DISPOSAL, NOV 2020	1,000.00
143971	12/23/2020	UNIFIRST CORPORATION	MAT SCRAPER SERVICES	37.48
143972	12/23/2020	CITY OF PERRIS	COVID: UTILITY ASSISTANCE PROGRAM	127.84
143973	12/23/2020	WINGRAPHS, INC	ONSITE COVID19 TESTING SIGNS	128.62
143974	12/23/2020	MAMCO INC.	NUEVO BRIDGE & GOETZ RD WIDENING PROJECT	2,715,482.33
143975	12/30/2020	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	385.00
143976	12/30/2020	CREATIVE PRINTING	2020 SERVICE AWARDS BOOKLETS/DEPT ENVELOPES/CUSTOM STAMPS	641.89
143977	12/30/2020	HOME DEPOT CREDIT SERVICES	TOOLS/MATERIALS: FIRE STATION, PARKS, GYM, 1093 HARLEY KNOX, E	3,771.38
143978	12/30/2020	INTERWEST CONSULTING GROUP, INC.	TEMP STAFF SERVICES	7,200.00
143979	12/30/2020	J THAYER COMPANY, INC.	OFFICE SUPPLIES	125.23

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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
143980	12/30/2020	LA GARE CAFE	CS STAFF MEETING/ADMIN MEETING	65.57
143981	12/30/2020	MONICA MARTINEZ	REIMBURSEMENT FOR RETIREMENT CELEBRATION	73.96
143982	12/30/2020	TEAMSTERS LOCAL 911	UNION DUES	3,535.00
143983	12/30/2020	AMAZON CAPITAL SERVICES	MINIFRIDGE FOR IT DEPT/WEBCAMS/WIRELESS MOUSE	361.99
143984	12/30/2020	AMERICAN EAGLE TROPHIES	RETIREMENT PLAQUES	221.85
143985	12/30/2020	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	656.38
143986	12/30/2020	BMW MANAGEMENT	AWARDS LUNCHEON, CS DEPT 12/15/20	389.19
143987	12/30/2020	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF: BMW SERVICE	5,892.85
143988	12/30/2020	CB KENNER, INC.	227 D STREET BLDG IMPROVEMENTS	174,357.70
143989	12/30/2020	CITI CARDS	PAYPAL FEE FOR PLANNING DEPT	30.00
143990	12/30/2020	CITIZENS BUSINESS BANK	PETTY CASH 8/19-12/15/2020	723.30
143991	12/30/2020	CORPORATE PAYMENT SYSTEMS	TREE LIGHTING CEREMONY/SERVICE AWARDS/CODE ENF EXP	2,218.18
143992	12/30/2020	CORPORATE PAYMENT SYSTEMS	TREE LIGHTING CEREMONY/SERVICE AWARDS/CODE ENF EXP	2,636.95
143993	12/30/2020	CORPORATE PAYMENT SYSTEMS	GREAT PLATES PROGRAM 11/12-12/08/20	34,092.60
143994	12/30/2020	DIVERSIFIED DISTRIBUTION	SYNTHETIC OIL	275.34
143995	12/30/2020	PREM DURAJAI	GROW PERRIS USDA PERRIS FARM	4,000.00
143996	12/30/2020	EASTERN MUNICIPAL WATER DISTRICT	11/19-12/17/2020	2,043.01
143997	12/30/2020	FEDERAL EXPRESS CORP	11/10-12/22/2020	252.09
143998	12/30/2020	SOCAL GAS	COVID: UTILITY ASSISTANCE PROGRAM	29.06
143999	12/30/2020	GALLS LLC	SHERIFF UNIFORMS	258.41
144000	12/30/2020	PERRIS GARDEN APARTMENTS	COVID: RENTAL/MORTGAGE ASSISTANCE PROGRAM	7,116.00
144001	12/30/2020	GREENPLAY, LLC	PARKS & REC MASTER PLAN	17,056.50
144002	12/30/2020	HONEYWELL GLOBAL FINANCE	SOLAN PANEL, OCT-SEPT KWH PRODUCTION	95,791.27
144003	12/30/2020	INLAND ROAD SERVICE & TIRE	SERVICE CALLS, FLAT REPAIRS	417.33
144004	12/30/2020	INTERPRETERS UNLIMITED	PERRIS STATION 11/02-11/04	118.00
144005	12/30/2020	JIM ROGERS' LOCK & KEY	DUPLICATE KEY, SERVICE CALL	54.14
144006	12/30/2020	LAWLER'S TRIPLE L TOWING	EVIDENCE HOLD 11/30/2020	255.00
144007	12/30/2020	LAWN TECH	STREET TREES MAINTENANCE	478.63
144008	12/30/2020	LOR GEOTECHNICAL GROUP INC	GOETZ PARK COMPACTION AND MATERIALS	1,000.00
144009	12/30/2020	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	12,566.80
144010	12/30/2020	MICHELLE NGUYEN	COVID: RENTAL/MORTGAGE ASSISTANCE PROGRAM	7,200.00

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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
144011	12/30/2020	PREFERRED BENEFIT INSURANCE	DELTA DENTAL, OCT 2020	7,001.40
144012	12/30/2020	RAIN FOR RENT RIVERSIDE	EQUIPMENT RENTAL	4,581.30
144013	12/30/2020	COUNTY OF RIVERSIDE	FLEET BILLING, OCT 2020	509.43
144014	12/30/2020	ADALBERT ROJALES	VISION REIMBURSEMENT	749.93
144015	12/30/2020	ROTARY CLUB OF PERRIS	CLUB DUES; R BELMUDEZ & M PORTILLO	1,451.00
144016	12/30/2020	SAFETY-KLEEN SYSTEMS, INC.	NEW DRUMS, PARTS WASHER SERVICE	1,837.84
144017	12/30/2020	SOCAL GAS	10/23-11/25/20	566.18
144018	12/30/2020	TalentZok	TEMP STAFF SERVICES	959.14
144019	12/30/2020	TRULY NOLEN OF AMERICA , INC.	PEST CONTROL, VARIOUS DEPT	287.00
144020	12/30/2020	UNIFIRST CORPORATION	MAT SCRAPER SERVICES	107.21
144021	12/30/2020	WALTERS WHOLESale ELECTRIC CO	SERVICE CHARGE	5.47
144022	12/30/2020	WESTERN RIVERSIDE COUNTY MSHCP	MSHCP FEES, NOV 2020	136,274.00
144023	12/30/2020	WESTERN RIVERSIDE COUNCIL OF GOV	TUMF FEES, NOV 2020	578,158.00
144024	12/30/2020	WESTERN RIVERSIDE COUNCIL OF GOV	REIMBURSEMENT	18,402.00

\$ 9,087,013.42

TOTAL REGISTER



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 23, 2021

SUBJECT: Resolution No. (*next in order*) establishing regulations permitting relocation of cannabis dispensary businesses.

REQUESTED ACTION: Adopt Resolution No. (*next in order*) supplementing Sections 5.54.120 and 5.58.130 of the Perris Municipal Code to establish permitting procedures for the relocation of cannabis dispensaries.

CONTACT: Candida Neal, Interim Director of Development Services

BACKGROUND:

Recently several cannabis dispensaries have inquired about the process of relocation. One business has located a new site and is interested in moving the business as soon as possible.

Medical Cannabis businesses and Commercial Cannabis businesses are regulated by Perris Municipal Code (PMC) Sections 5.54 and 5.58. These regulations outline specific requirements for locating, permitting and operating medical or commercial cannabis businesses. Cannabis dispensaries are also regulated by Resolution No. 5252, which suspended the acceptance of cannabis dispensary permits and established additional development standards. The Resolution allowed the 16 accepted applications to continue through the review process. Currently, 10 cannabis dispensaries are operating in the City.

However, both the Perris Municipal Code and Resolution No. 5252 are silent regarding relocation of cannabis businesses.

CANNABIS BUSINESS RELOCATION PROCESS AND REQUIREMENTS:

Resolution No. (*next in order*) allows relocation requests to be made by the current permittee and prohibits a new dispensary from locating on the original site. Permittees must be in good standing with the City of Perris with all fees and taxes paid. A relocation request must be submitted in writing and must include the following information: all current owners, property owner's statement of consent, site plan, security plan, business plan, odor control plan, insurance, and proof of compliance with applicable State Law.

New sites must be in compliance with the requirements of PMC Section 5.54 Medical Cannabis Dispensary and Section 5.58 Adult-Use Cannabis Dispensary, as well as Resolution No. 5252. Sites must meet all distance requirements from sensitive uses, including being a minimum of 1,000 feet away from school, park, place of worship, youth-oriented facility or community center, and 600-feet away from a residentially zoned property.

Relocation requests will be processed administratively. A Minor Administrative Adjustment fee will be charged to cover processing costs. Relocation requests will expire one year from the approval date if all

necessary requirements to obtain a business license have not been met. A one-year renewal permit application may be granted, pursuant PMC Section 5.54.100 Medical Cannabis Dispensary Renewal and Section 5.58.090 Adult-Use Cannabis Dispensary Renewal, only if it is demonstrated that the delay is due to circumstances outside the owners' control.

UPCOMING CANNABIS ORDINANCE AMENDMENT

At previous City Council meetings, staff has reported on the six dispensaries that have approved cannabis application permits but have not completed the work necessary to obtain a business license. Existing cannabis regulations do not include a specific expiration date and allow approved permits to remain active indefinitely. As shown in the Table presented as Attachment 2, many of these permits were approved almost three years ago.

Staff is currently preparing an ordinance amendment which will encourage applicants to complete the required improvements to activate these approved cannabis application permits in a timely fashion. The amendment will establish an expiration date. It will also update the ordinance to reflect current industry standards and incorporate permit review procedures approved by City Council resolutions. These changes will create an administrative process that can be clearly understood by applicants and administered by staff.

RECOMMENDATION:

It is recommended that the City Council approve the proposed Resolution Number (*next in order*) and provide any further direction as applicable. Should the Council approve the Resolution as presented or with amendments, the Resolution will be effective immediately upon adoption.

BUDGET (or FISCAL) IMPACT:

The cost for staff preparation of this time has been budgeted in the 2020-2021 budget.

Prepared by: Kenneth Phung, Planning Manager

City Attorney _____
Assistant City Manager _____
Finance Director _____



- Attachments:
1. Resolution No. (Next in order)
 2. Resolution No. 5252 (Cannabis Suspension Resolution dated March 27, 2018)
 3. Dispensary Permit Status Table

Consent:
Public Hearing:
Business Item: X

ATTACHMENT 1

RESOLUTION NO. (NEXT IN ORDER)

RESOLUTION NUMBER (NEXT IN ORDER)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, SUPPLEMENTING SECTIONS 5.54.120 AND 5.58.130 OF THE MUNICIPAL CODE TO ESTABLISH PERMITTING PROCEDURES FOR THE RELOCATION OF CANNABIS DISPENSARIES.

WHEREAS, Perris Municipal Code Sections 5.54.120 and 5.58.130 allow the adoption of rules, regulations, procedures, and standards for the administration and implementation of Sections 5.54 and 5.58 of Title 5 of the Perris Municipal Code; and

WHEREAS, the City Council desires to establish rules and regulations relating to the relocation of medical cannabis dispensaries and adult-use retailers that are permitted pursuant to Sections 5.54 and 5.58 of Title 5 of the Perris Municipal Code;

WHEREAS, by adoption of this Resolution, the City Council does not intend to lift any suspension on new applications as provide in Resolution No. 5252.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

Section 2. **Definitions.** The definitions provided in Sections 5.54 and 5.58 of Title 5 of the Perris Municipal Code (PMC) shall apply to this Resolution.

Section 3. **Relocation Regulations.**

A. Relocating Medical Cannabis Dispensaries. An existing medical cannabis dispensary that is permitted to operate at a particular location within the City pursuant to Section 5.54 may submit a written request to relocate to another location provided that the retailer is in good standing with the City with all fees and taxes paid and that the new location complies with PMC Section 5.54 and the medical cannabis dispensary. The medical dispensary operator shall submit an application pursuant to PMC Section 5.54. Such application shall be in compliance with all requirements in PMC Section 5.54 for applying for a new medical cannabis dispensary permit, including but not limited to the requirements of PMC Section 5.54.050 and, further, such application shall be processed as if it were a new application for a permit to operate a medical cannabis dispensary.

B. Relocating Adult-use Retailers. An existing adult-use retailer that is permitted to operate at a particular location within the City pursuant to PMC Section 5.58 may request to relocate to another location provided that the retailer is in good standing with the City with all fees and taxes paid and that the new location complies with Section 5.58. The adult-use retailer shall submit a request in compliance with this resolution. Such request shall comply with all

requirements in PMC Section 5.58 for applying for a new adult-use retailer permit, including but not limited to the requirements of PMC Sections 5.58.070 and 5.58.127.

C. **Effect of Relocation on Original Location.** If an application for relocation under this Section 3 is approved, then such medical cannabis dispensary or adult-use retailer shall immediately cease all operations at the original location except as to such operations necessary to move to the new location such as packaging cannabis and cannabis products for transportation to the new location. No new medical cannabis dispensary or adult-use retailer shall be allowed on the site.

D. **Compliance with Applicable Law.** All relocations pursuant to this Section 3 shall be in compliance with all applicable laws, including, but not limited to, applicable State law.

E. **Relocation Request.** The business owner or owners shall submit a written request to relocate a cannabis dispensary.

F. **Current Permittee Owner(s).** To qualify for relocation, the current permittee owners must be included on the permit.

G. **Relocation Review.** The relocation request will be processed administratively.

H. **Review Fees.** For purpose of fee collection, the relocation request shall be considered a minor adjustment and subject to the Minor Adjustment Fee.

I. **Not a New Application.** Requests for relocations under this Section 3 shall not be considered new applications for the purposes of Resolution No. 5252.

J. **One-year Approval Period.** A relocation request approval shall expire one year from the date of permit approval if all necessary requirements to obtain a business license to operate have not been met.

K. **Extension of One-year Period.** The Director of Development Services, or their designee, may extend the 1 year period in Section 3(J) by up to 1 additional year upon application by a medical marijuana dispensary and/or adult-use retailer showing that the additional time is required for the following reasons:

(1) Delays caused by review by other public entities, such as State agencies, provided that such delays are not caused by the applicant.

(2) Additional time required by other City departments to review the applications, provided that this is verified by such other City departments and the reason for additional time is not related to delays caused by the applicant.

(3) Delays caused by circumstances reasonably beyond an applicant's control such as those relating to the COVID-19 pandemic.

(4) Other circumstances that reasonably warrant the need for additional time, provided that the delay is not caused by the applicant.

Section 4. Administration. The Director of Development Services may adopt such forms, regulations, and procedures necessary to implement this Resolution.

Section 5. Certification; Effective Date. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Perris, California, at a regular meeting held on the ___ day of February, 2021.

Michael M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

ATTACHMENT 2

RESOLUTION NO. 5252

(CANNABIS SUSPENSION RESOLUTION

DATED MARCH 27, 2018)

RESOLUTION NUMBER 5252

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SUSPENDING ACCEPTANCE OF NEW APPLICATIONS FOR MEDICAL MARIJUANA DISPENSARY PERMITS PURSUANT TO CALIFORNIA BUSINESS AND PROFESSIONS CODE § 26200 AND PERRIS MUNICIPAL CODE § 5.54.070 AND § 5.54.120.

WHEREAS, California Business & Profession Code § 26200 preserves the City's authority to adopt and enforce local ordinances to regulate businesses licensed pursuant to Division 10, "Cannabis," of the California Business Professions Code; and,

WHEREAS, on November 8, 2016, the voters of the City of Perris approved Chapter 5.54, "Medical Marijuana Dispensary Regulatory Program," of Title 5, "Business Regulations & Licenses," of the Perris Municipal Code ("Chapter 5.54"); and,

WHEREAS, § 5.54.070, "Suspension of review of medical marijuana dispensary permit applications," of Chapter 5.54 provides that, upon a resolution that a more rigorous review and selection process for medical marijuana dispensary applications is required, then the City may suspend the review of all applications for medical marijuana dispensary permits until a more rigorous selection process is adopted by the City Council; and,

WHEREAS, § 5.54.120, "Administration," of Chapter 5.54 permits the City Council to adopt further rules, regulations, procedures and standards for the administration and implementation of Chapter 5.54, including without limitation those rules, regulations, procedures and standards relating to administration and implementation of § 5.54.070 of Chapter 5.54; and,

WHEREAS, the City Council does not desire to suspend review of medical marijuana dispensary applications that were submitted prior to the adoption of this Resolution; and,

WHEREAS, in the short period of time since the adoption and enactment of Chapter 5.54 in 2016, six medical marijuana dispensaries have been granted permits to operate within the City with an additional seven pending review; and,

WHEREAS, the City anticipates that there will be substantially more medical marijuana dispensary permit applications submitted pursuant to Chapter 5.54; and

WHEREAS, the secondary effects of medical marijuana dispensaries upon the Perris community are currently unknown and the rapid approval of such dispensaries could have a negative impact upon the Perris community; and

WHEREAS, based upon the foregoing, a more rigorous review and selection process is required to ensure that the establishment of medical marijuana dispensaries is in compliance with State and local law, to ensure that there is not an overconcentration of medical marijuana dispensaries, to minimize the potential secondary effects of medical marijuana

dispensaries, and to ensure that a more rigorous review of medical marijuana dispensary applications take place.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

Section 2. Finding. The City Council finds that, based upon the foregoing, a more rigorous review and selection process is warranted for the acceptance and review of medical marijuana dispensary permit applications than the process currently provided in Chapter 5.54.

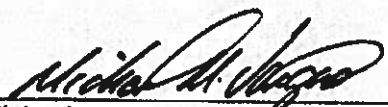
Section 3. New Application Suspension. Pursuant to § 5.54.070 of Chapter 5.54, acceptance of new applications for medical marijuana dispensary permits is suspended and City staff is directed to cease accepting any new medical marijuana dispensary permit applications submitted pursuant to Chapter 5.54.

Section 4. Active Applications Review. Pursuant to §§ 5.54.070 and 5.54.120 of Chapter 5.54, notwithstanding the above, the City Council hereby authorizes City staff to complete its review of medical marijuana dispensary permit applications, as provided in Chapter 5.54, that were submitted prior to the adoption of this Resolution.

Section 5. Effective and Expiration Dates. This Resolution shall be effective upon its adoption, and shall automatically expire when the City Council adopts a more rigorous selection process for the issuance of medical marijuana dispensary permits pursuant to Chapter 5.54 or until this Resolution is repealed by subsequent City Council resolution, whichever occurs first.

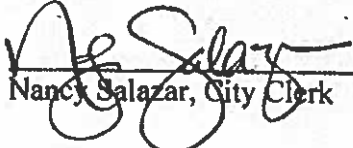
Section 6. Certification. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the City of Perris; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of the City of Perris, in the minutes of the meeting at which same is passed and adopted.

ADOPTED, SIGNED and APPROVED this 27th day of March, 2018.



Michael M. Vargas, Mayor

ATTEST:



Nancy Salazar, City Clerk

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number 5252 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 27th day of March, 2018, and that it was so adopted by the following vote:

AYES: ROGERS, BURKE, VARGAS
NOES: CORONA, RABB
ABSENT: NONE
ABSTAIN: NONE



City Clerk, Nancy Salazar

ATTACHMENT 3

DISPENSARY PERMIT STATUS TABLE

City of Perris
 Medical & Adult Marijuana Dispensary Permit Status – 2/23/21

Address	Name	Permit No.	Permit Status	Approval Date	Business License Issued Date	License Status	Notes
1 1173 Harley Knox	Green America	M 17-05115	Approved	8/22/2017	8/24/2017	Renewal in Process	Permitte is in process of relocation
2 872 Washington	Holistic Inc.	M 17-05118	Approved	11/28/2017	1/11/2018	Current	
3 4164 N. Perris, Ste. C	IE Gardens	M 17-05122	Approved	9/6/2017	9/12/2017	Current	
4 832 Washington	Firehouse 64	M 17-05123	Approved	12/26/2017	3/14/2018	Current	
5 SE Wade/Oleander	Perris Pharm	M 17-05132 DPR 17-00004	Approved	2/13/2018			Entitlement approval by Planning Commission on 2019.5.19; currently in plan check
6 1073 Harley Knox	Southern CA Cannabis	M 17-05151	Approved	7/9/2018			Ownership issue recently resolved; will open within the next two months
7 480 Harley Knox	PF John's Collective	M 17-05155	Approved	12/6/2017			Plan check
8 4605 Wade	Dynamic Meds	M 17-05171	Approved	11/13/2018			In plan check for off-site improvements and tenant improvements
9 1133 Harley Knox	High Seasons	M 17-05228	Approved	4/23/2018	12/9/19	Current	
10 1281 Oleander	Green Kong	M 17-05233	Approved	6/25/2018	10/21/19	Current	
11 Malbert (24)	Perris Regional Compassionate Center	M 17-05245 DPR 17-0008 under review	Approved	6.5.2018			Entitlement Approval in Process. Planning Commission hearing anticipated on March 2021
12 1153 Haley Knox	Canna Cloud	M 17-05272	Approved	4/9/2018	8/8/19	Current	
13 820 W. Rider St	Strains (Abdulla Waheed)	M 17-05278	Approved	7/5/2018	2/26/19	Renewal in Process	
14 3060 Wilson Ave	Ibrahim Rahman	M 18-05088	Approved	11/26/2018	7/15/19	Current	
15 5162 Western Way	San Jacinto Ln LLC	M 18-05103	Approved	6/22/2018	8/17/20	Current	
16 Illinois Ave & I-215	Holistic Inc.	M 18-05100 DPR 18-00004 Under review	Approved	8.9.2018			Entitlement approval by Planning Commission on 2019.4.17; currently in plan Check

Note: Green highlighted addresses represent dispensaries in operation.

All others are not operating.