



*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 ALSO BE CONDUCTED AS A REMOTE MEETING VIA  
ZOOM**

**Tuesday, May 11, 2021  
6:30 P.M.  
City Council Chambers  
(Corner of San Jacinto and Perris Boulevard)  
101 North "D" Street  
Perris, California**

***CLOSED SESSION:*** 4:45 P.M.

***ROLL CALL:***

Nava, Corona, Rabb, Rogers, Vargas

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) - 1 case
- B. Conference with Labor Negotiators - Government Code Section 54957.6  
City Negotiator: Clara Miramontes, Interim City Manager  
Employee Organization: Teamsters Local 911
- C. Public Employee Appointment-City Manager  
Government Code Section 54957 (b)(1)

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

2. **ROLL CALL:**

Nava, Corona, Rabb, Rogers, Vargas

3. **INVOCATION:**

Pastor Bob Ybarra  
Calvary Chapel Perris Valley  
3060 Barrett Ave. Perris, CA 92571

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Nava will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

A. Shield4Kids Backpack Presentation.

B. Presentation of Certificate of Recognition to Desiray Taylor, M. Ed., Director of Temple Christian School for receiving the 2021 First 5 Riverside Champion for Children Award.

7. **YOUTH ADVISORY COMMITTEE COMMUNICATIONS:**

8. **APPROVAL OF MINUTES:**

A. Consideration to approve the Minutes of the Special Joint Worksession held on April 22, 2021, the Special Meeting held on April 23, 2021 and the Regular Meeting held on April 27, 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 Proposed Ordinance Number (next in order) amending Section 7.16.080 of the Perris Municipal Code to

authorize the Riverside County Tax Collector to place residential refuse collection charges on the property tax rolls.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SECTION 7.16.080 OF THE PERRIS MUNICIPAL CODE TO AUTHORIZE THE RIVERSIDE COUNTY TAX COLLECTOR TO PLACE RESIDENTIAL REFUSE COLLECTION CHARGES ON THE PROPERTY TAX ROLLS

- B. Consideration to adopt Resolution Numbers (next in order) approving the Annual Engineer's Report for Maintenance District No. 84-1 (FY 2021-2022).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2021-2022 FOR CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2021-2022 IN CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 8, 2021 AS THE TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- C. Consideration to adopt Resolution Numbers (next in order) approving the Annual Engineer's Report for Landscape Maintenance District No. 1 (FY 2021-2022).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2021-2022 FOR CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2021-2022 IN CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE LANDSCAPING AND

LIGHTING ACT OF 1972; AND OFFERING JUNE 8, 2021 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- D. Consideration to adopt Resolution Number (next in order) approving Annual Engineer's Report for Flood Control Maintenance District No. 1 (FY 2021-2022).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2021-2022 IN CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING JUNE 8, 2021 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- E. Consideration to approve a DIF Improvement and Credit Agreement with Green Valley Recovery Acquisition, LLC for Improvements Required for Tracts 37722, 37223, 37262, 37816, 37817 and 37818, and Other Developments within the Green Valley Specific Plan.
- F. Consideration to approve a TUMF Credit Agreement with Green Valley Recovery Acquisition, LLC for Right-of-Way Dedication to the City of Perris for Ethanac Road Improvements.
- G. Consideration to approve an Improvement and Credit Agreement Development Impact Fee Program with Green Valley Recovery Acquisition for future park development within the Green Valley Specific Plan.
- H. Consideration to approve a Contract Services Agreement with Agiline CityView360 for Geographic Information System (GIS) system.
- I. Consideration to adopt Resolution Number (next in order) approving the Amendment of the City's Classification and Compensation Plan to include Three (3) Updated City Class Specifications.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE THREE (3) UPDATED CITY CLASSIFICATION SPECIFICATIONS

- J. Consideration to approve the City's Monthly Check Register for March 2021.



**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"): NO BUSINESS ITEMS**

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

**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: May 11, 2021 06:30 PM Pacific Time (US and Canada)  
Topic: City Council Meeting

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

[https://zoom.us/webinar/register/WN\\_bi06NFGoRnmw18aSj94Aag](https://zoom.us/webinar/register/WN_bi06NFGoRnmw18aSj94Aag)

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

During the council meeting, if you wish to speak, via Zoom, 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 ALSO 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



8.A.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 11, 2021

**SUBJECT:** Approval of Minutes

**REQUESTED ACTION:** Approve the Minutes of the Special Joint City Council Worksession held on April 22, 2021, the Special Joint City Council Meeting held on April 23, 2021 and the Regular Joint City Council Meeting held on April 27, 2021.

**CONTACT:** Nancy Salazar, City Clerk *NS*

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**BACKGROUND/DISCUSSION:** None

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**BUDGET (or FISCAL) IMPACT:** None

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

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager *[Signature]*  
Finance Director \_\_\_\_\_

- Attachments:
1. Minutes-April 22, 2021
  2. Minutes-April 23, 2021
  3. Minutes-April 27, 2021

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

# ATTACHMENT 1

Minutes-April 22, 2021 Special City Council Worksession

# ***CITY OF PERRIS***

## **MINUTES:**

Date of Meeting: April 22, 2021

06:00 PM

Place of Meeting: City Council Chambers

1. **CALL TO ORDER: 6:00 P.M.**

**Mayor Vargas called the Special Joint City Council Worksession to order at 6:02 p.m.**

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

**Present: Rogers, Nava, Corona, Rabb, Vargas**

**Staff Members Present: Interim City Manager Miramontes, City Attorney Dunn, City Engineer McKibbin, Assistant City Manager Carlos, Police Captain Sims, Fire Chief Barnett, 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.**

**Mayor Vargas led the Pledge of Allegiance.**

3. **WORKSESSION:**

A. **Budget Worksession**

**This item was presented by Director of Finance Ernie Reyna.**

**The following Councilmember's spoke:**

**Rabb**

**Rogers**

**Nava**

**Corona**

**Vargas**

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

4. **ADJOURNMENT:**

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:03 p.m.**

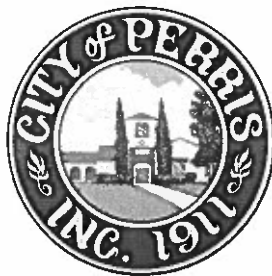
**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**

# ATTACHMENT 2

Minutes-April 23, 2021 Special City Council Meeting



*For further information on an agenda item, please contact  
the City at 101 North "D" Street, or call (951) 943-6100*

**MINUTES  
SPECIAL 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**

**Friday, April 23, 2021  
10:00 A.M.  
City Council Chambers  
(Corner of San Jacinto and Perris Boulevard)  
101 North "D" Street  
Perris, California**

**1. CALL TO ORDER: 10:00 A.M.**

Due to lack of a quorum, the Special Joint Meeting of the City Council was  
Cancelled.

**2. ROLL CALL:**

Corona, Rabb, Rogers, Nava, Vargas

**3. BUSINESS ITEM:**

A. AB 1234-Ethics Training

Introduced by:

PUBLIC COMMENT

**4. 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.*



**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**

# ATTACHMENT 3

Minutes-April 27, 2021 Regular City Council Meeting

# ***CITY OF PERRIS***

## MINUTES:

Date of Meeting: April 27, 2021

06:30 PM

Place of Meeting: City Council Chambers

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

CLOSED SESSION

ROLL CALL

**Present: Rogers, Nava, Corona, Rabb, Vargas**

**Staff Members Present: Interim City Manager Miramontes, Assistant City Manager Carlos, City Attorney Dunn, Deputy City Attorney Tanner (via Zoom), and Director of Administrative Services Amozgar,**

A. Conference with Labor Negotiators - Government Code Section 54957.6 City  
Negotiator: Clara Miramontes, Interim City Manager Employee Organization:  
Teamsters Local 911

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

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

2. ROLL CALL:

**Present: Rogers, Nava, Corona, Rabb, Vargas**

Staff Members Present: Interim City Manager Miramontes, City Attorney Dunn, City Engineer McKibbin, Assistant City Manager Carlos, Police Captain Sims, Fire Chief Barnett, 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.

5. **This item was taken out of order-REPORT ON CLOSED SESSION ITEMS:**

**City Attorney Dunn reported that the City Council met in Closed Session to discuss the item listed on the agenda. He noted that an update was given, but no reportable action was taken.**

3. INVOCATION:  
Pastor Terry L. Wells

First Baptist Church of Perris  
311 E. 5th St. Perris CA 92571

4. PLEDGE OF ALLEGIANCE:

**Councilmember Rogers led the Pledge of Allegiance.**

6. PRESENTATIONS/ANNOUNCEMENTS:

**There were no Presentations.**

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

**Youth Advisory Committee President Naomi Acosta gave the update.**

8. APPROVAL OF MINUTES:

- A. Approved the Minutes of the Regular Joint Meeting held on April 13, 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 Malcolm Corona, seconded by Marisela Nava to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

9. CONSENT CALENDAR:

**Councilmember Rogers requested that Item 9.A. be pulled for separate consideration.**

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

- A. This item was considered separately-Adopted the Second Reading of Ordinance Number 1399 to Amend Municipal Code Sections 5.58.110(c) and 5.58.124(c) to allow cannabis cultivation and distribution within the Commercial Zone. (Applicant: Nick Ortega, CI Wellness, LLC)

The Second Reading of Ordinance Number 1399 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE SECTIONS 5.58.110(C) AND 5.58.124(C) TO CHANGE THE LOCATION REQUIREMENTS FOR COMMERCIAL CANNABIS CULTIVATION AND WHOLESALE DISTRIBUTION OPERATIONS

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve the Second Reading of Ordinance Number 1399, as presented.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb, Michael Vargas

NOES: Rita Rogers

ABSENT:

ABSTAIN:

- B. Adopted the Second Reading of Ordinance Number 1400 updating the Local Development Mitigation Fee (LDMF) Ordinance for funding the preservation of natural ecosystems in accordance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

The Second Reading of Ordinance Number 1400 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TO UPDATE THE LOCAL DEVELOPMENT MITIGATION FEE FOR FUNDING THE PRESERVATION OF NATURAL ECOSYSTEMS IN ACCORDANCE WITH THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN

- C. Adopted the plans and specifications for the CDBG Citywide Sidewalk Improvements Project, awarded the contract to L.C. Paving & Sealing, Inc., and rejected all other bids.
- D. Approved Inland Valley Pipeline's request for a local road closure on Encanto Drive, between Ethanac Road and McLaughlin Road, and a portion of McLaughlin Road, between Encanto Drive and Alta Avenue for seven days.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve the Consent Calendar, as presented, with the exception of Item 9.A.

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

NOES:

ABSENT:

ABSTAIN:

10. PUBLIC HEARINGS:

- A. Adopted the First Reading of Ordinance Number 1401 placing CR&R residential refuse collection charges on property tax rolls instead of including the charges in water bills.

The First Reading of Ordinance Number 1401 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SECTION 7.16.080 OF THE PERRIS MUNICIPAL CODE

**TO AUTHORIZE THE RIVERSIDE COUNTY TAX COLLECTOR TO PLACE RESIDENTIAL REFUSE COLLECTION CHARGES ON THE PROPERTY TAX ROLLS**

**Director of Finance Ernie Reyna introduced the item and turned it over to Alex Braicovich of CR&R for the presentation.**

**The following Councilmember spoke:**

**Corona**

**The Mayor opened the Public Hearing at 6:51 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 6:51 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Nava to Approve the First Reading of Ordinance Number 1401, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. **Adopted Resolution Number 5784 approving the Community Development Block Grant Action Plan FY 2021-2022.**

**Resolution Number 5784 is entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE FY 2021-2022 ACTION PLAN WITH PROPOSED FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL ENTITLEMENT PROGRAM**

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

**The following Councilmember spoke:**

**Nava**

**The Mayor opened the Public Hearing at 6:55 p.m. There was no Public Comment.**

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Number 5784, as presented.

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

NOES:

ABSENT:

ABSTAIN:

11. BUSINESS ITEMS:

**There were no Business Items.**

12. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**There was no Public Comment.**

13. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:**

**Corona**

**Nava**

**Rabb**

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:03 p.m.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

9.A.

**MEETING DATE:** May 11, 2021

**SUBJECT:** Second Reading of Ordinance (next in order) amending Section 7.16.080 of the Perris Municipal Code to authorize the Riverside County Tax Collector to place residential refuse collection charges on the property tax rolls.

**REQUESTED ACTION:** Adopt Ordinance (next in order).

**CONTACT:** Ernie Reyna, Director of Finance *ER*

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### BACKGROUND

The City currently has a franchise agreement with CR&R for the collection and disposal of residential and commercial refuse within the City. CR&R has an agreement with Eastern Municipal Water District (EMWD) under which the bill for trash services is included in the customer's water and sewer utility bill. EMWD currently bills trash, water and sewer for approximately 80% of the City and the City's water department bills the balance of the City. In February 2021, EMWD notified the City and CR&R about their plans to phase out the trash billing on the water bill. EMWD would like to stop billing by July 1, 2021.

On April 27, 2021, the City Council approved the first reading of the ordinance which would amend Section 7.16.080 of the Perris Municipal Code authorizing the Riverside County Tax Collector to place residential refuse collection charges on the property tax rolls. The Council was presented with three options to move forward with trash billing within the City including the following:

Option A – CR&R Takes over the Billing;

Option B – Parcel Charge (Annual Tax Roll)

Option C – City Takes Over the Billing

Ultimately, the City Council chose Option B, which is to place all refuse billing on the annual tax roll and the next step, assuming this Second Reading is approved, is to have CR&R prepare a report identifying the parcels upon which charges are proposed to be collected. The City Council must then hold a public hearing to consider all objections or protests. Following the hearing the City Council may adopt the report which is then forwarded to the County Auditor/Tax Collector, who will place the charges on the property tax roll. Section 7.16.080 of the Municipal Code currently provides that charges for refuse collection shall be added to utility bills. California



Health and Safety Code Section 5473 provides that the City, by two-thirds vote of the members of the legislative body, may elect to have refuse collection charges collected on the County property tax roll in the same manner as general taxes. The proposed Ordinance requires at least two-thirds approval of the City Council in order to be introduced.

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**BUDGET (or FISCAL) IMPACT:**

None to the City.

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Prepared by: Ernie Reyna, Director of Finance

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Finance Director \_\_\_\_\_



**Attachment:**

1. Ordinance No. (Next in order) amending Section 7.16.080 of the Perris Municipal Code to authorize the Riverside County Tax Collector to place residential refuse collection charges on the property tax rolls.
2. City Council Submittal dated April 27, 2021 (without attachments).

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

**ATTACHMENT 1**

**ORDINANCE NO. (NEXT IN ORDER)  
AMENDING SECTION 7.16.080 OF THE PERRIS  
MUNICIPAL CODE**

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SECTION 7.16.080 OF THE PERRIS MUNICIPAL CODE TO AUTHORIZE THE RIVERSIDE COUNTY TAX COLLECTOR TO PLACE RESIDENTIAL REFUSE COLLECTION FEES ON THE PROPERTY TAX ROLLS**

*WHEREAS*, pursuant to Chapter 7.16 of the City of Perris (“City”) Municipal Code, the City contracts for the collection and disposal of solid municipal waste; and

*WHEREAS*, pursuant to Section 7.16.080 of the Municipal Code, charges for residential refuse collection are currently added to utility bills; and

*WHEREAS*, California Health and Safety Code Section 5473 provides that the City, by two-thirds vote of the members of the legislative body, may elect to have refuse collection charges collected on the County property tax roll in the same manner as its general taxes; and

*WHEREAS*, the City Council now desires to amend the Perris Municipal Code to authorize placing residential refuse collection charges on the County property tax rolls pursuant to Health and Safety Code Section 5473.

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

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

**Section 2.** **Charges.** Section 7.16.080 of the Perris Municipal Code is amended to read in its entirety as follows:

“Sec. 7.16.080. - Charges.

(a) Charges for non-residential refuse collection, residential customers who request temporary bin/roll off services, and residential customers at properties not placed on the Riverside County property tax rolls pursuant to this Section 7.16.080, shall be billed by city’s contractor directly to the customer in accordance with the franchise agreement.

(b) Charges for residential refuse collection, including all current and delinquent charges, shall be collected on the Riverside County property tax rolls as authorized by California Health and Safety Code Section 5473, as may be amended.

(c) Charges for residential refuse collection shall be placed on the Riverside County property tax rolls in accordance with the procedures set forth in California Health and Safety Code Section 5473 *et seq.*, as may be amended, and in accordance with the franchise agreement.”

**Section 3.** **Severability.** If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

**Section 4.** **Effective Date.** This Ordinance shall take effect 30 days after its adoption.

**Section 5.** **Certification.** The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

***ADOPTED, SIGNED*** and ***APPROVED*** this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor, Michael Vargas

ATTEST:

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

ATTEST:

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 No. (Next in order) was duly adopted by the  
City Council of the City of Perris at a regular meeting held the \_\_\_ day of \_\_\_\_\_, 2021,  
by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**ATTACHMENT 2**

**CITY COUNCIL SUBMITTAL DATED APRIL  
27, 2021**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 27, 2021

**SUBJECT:** CR&R Environmental Services Residential Refuse Collection Charges

**REQUESTED ACTION:** That the City Council adopt an Ordinance (next in order) amending Section 7.16.080 of the Perris Municipal Code to authorize the Riverside County Tax Collector to place residential refuse collection charges on the property tax rolls.

**CONTACT:** Ernie Reyna, Director of Finance

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#### BACKGROUND

The City currently has a franchise agreement with CR&R for the collection and disposal of residential and commercial refuse within the City. CR&R has an agreement with Eastern Municipal Water District (EMWD) under which the bill for trash services is included in the customer's water and sewer utility bill. EMWD currently bills trash, water and sewer for approximately 80% of the City and the City's water department bills the balance of the City. In February 2021, EMWD notified the City and CR&R about their plans to phase out the trash billing on the water bill. EMWD would like to stop billing by July 1, 2021.

#### ANALYSIS/DISCUSSION:

This has resulted in CR&R providing the following three options for future billing of refuse:

##### ***Option A: CR&R Takes Over the Billing***

Under this option CR&R would individually bill the Perris residents three months in advance. This would be the industry standard for CR&R billing elsewhere. EMWD currently bills Perris residents two months in arrears. The transition may cause concern because residents will be seeing five months of invoices at the start of the billing cycle. In addition, delinquent customers who do not pay their trash bill would be sent an annual notification that their trash bills are delinquent and if they do not pay, the delinquent amount would be placed on the tax roll along with a processing fee. Processing fees are usually \$75 per parcel. Under this option, any refuse delinquencies that are to be placed on the County tax roll must be approved by the City Council on an annual basis. Historically, most delinquencies are from landlords whose tenants did not pay for service. If refuse payments are delinquent, additional fees and surcharges will also be added to the customer account. Regardless, Perris has mandatory collection service, so everyone gets service regardless of timely payment or not and the property owner is ultimately responsible for the bill, not the

tenant. Also, CR&R currently pays the City franchise fees on gross billings. Under this scenario, CR&R anticipates delinquency rates going up substantially causing a need to change how CR&R pays franchise fees. As a result, CR&R would need to pay franchise fees on cash receipts rather than gross billings. Once CR&R receives the tax roll delinquency monies CR&R would then pay the City their franchise fees from those monies. Cash flow for CR&R and the City are impacted.

### ***Option B: Parcel Charge (Annual Tax Roll)***

The City can choose to bill all residents for trash and recycling services on an annual parcel charge. Residents would pay for their service when they pay their property taxes. This would require a one-time Council hearing to place all existing and future billings onto the County tax roll. Residents would not need to write a check every three months for service. This option has no cost to either the City or customers, but what it does do is attach the refuse billing to a resident's property tax payment that is due on December 10 and April 10. This option places six months of refuse service at each billing date and the customer does not need to make any payments to CR&R directly. Two other Cities currently bill on the tax roll: Temecula and Canyon Lake. This would require a one-time Council hearing to place all existing and future billings onto the County tax roll.

### ***Option C: City Takes Over the Billing***

The City would take over the billing on behalf of CR & R services. Under this option, the City will need to develop new software to handle refuse billing and will also need to add additional staff to handle the billing workload.

CR&R is proposing that the City Council approve the Parcel Charge Option B for ease of implementation, low cost, and faster transition. Attached to this staff report is an ordinance that will allow for future refuse services to be placed on the County tax roll (Option B); however, if the City Council rather approve option A or C, this ordinance will be amended and brought back at the next Council meeting.

Non-residential customers will be billed directly by CR&R. Residential customers who request temporary bins/roll off services will also be billed directly by CR&R. New residential customers at properties that have not yet been placed on the tax roll will be billed directly on a quarterly basis by CR&R until the properties are placed on the tax roll.

If the attached ordinance (Parcel Charge Option B) is adopted, CR&R will prepare a report identifying the parcels upon which charges are proposed to be collected. The City Council must then hold a public hearing to consider all objections or protests. Following the hearing the City Council may adopt the report which is then forwarded to the County Auditor/Tax Collector, who will place the charges on the property tax roll. Section 7.16.080 of the Municipal Code currently provides that charges for refuse collection shall be added to utility bills. California Health and Safety Code Section 5473 provides that the City, by two-thirds vote of the members of the legislative body, may elect to have refuse collection charges collected on the County property tax roll in the same manner as general taxes. The proposed Ordinance requires at least two-thirds approval of the City Council in order to be introduced.



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**BUDGET (or FISCAL) IMPACT:**

None to the City.

---

Prepared by: Ernie Reyna, Director of Finance

**REVIEWED BY:**

City Attorney   X    
Assistant City Manager \_\_\_\_\_  
Finance Director \_\_\_\_\_

Attachment:

- ~~1. Ordinance No. (Next in order) amending Section 7.16.080 of the Perris Municipal Code to authorize the Riverside County Tax Collector to place residential refuse collection charges on the property tax rolls.~~

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



9.B.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 11, 2021

**SUBJECT:** Annual Engineer's Report for Maintenance District No. 84-1 (FY 2021-2022)

**REQUESTED ACTION:**

1. Adoption of Resolution Preliminarily Approving the Engineer's Report
2. Adoption of Resolution of Intention to Levy and Collect Annual Assessments under MD 84-1 and setting a public hearing date of June 8, 2021

**CONTACT:** Stuart McKibbin, City Engineer

---

**BACKGROUND/DISCUSSION:** MD 84-1 includes residential tracts and commercial developments throughout the City as located on the Vicinity Map found as Attachment 1. On March 9, 2021, the City ordered this year's Report which provides annual funding for the maintenance of street lights and traffic signals constructed in conjunction with new development.

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**BUDGET (or FISCAL) IMPACT:** The total proposed assessment levy for FY 2021-2022 is \$916,228.28. This funding will provide for the energy and maintenance expense of 3,945 street lights and 70 traffic signals.

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Finance Director \_\_\_\_\_

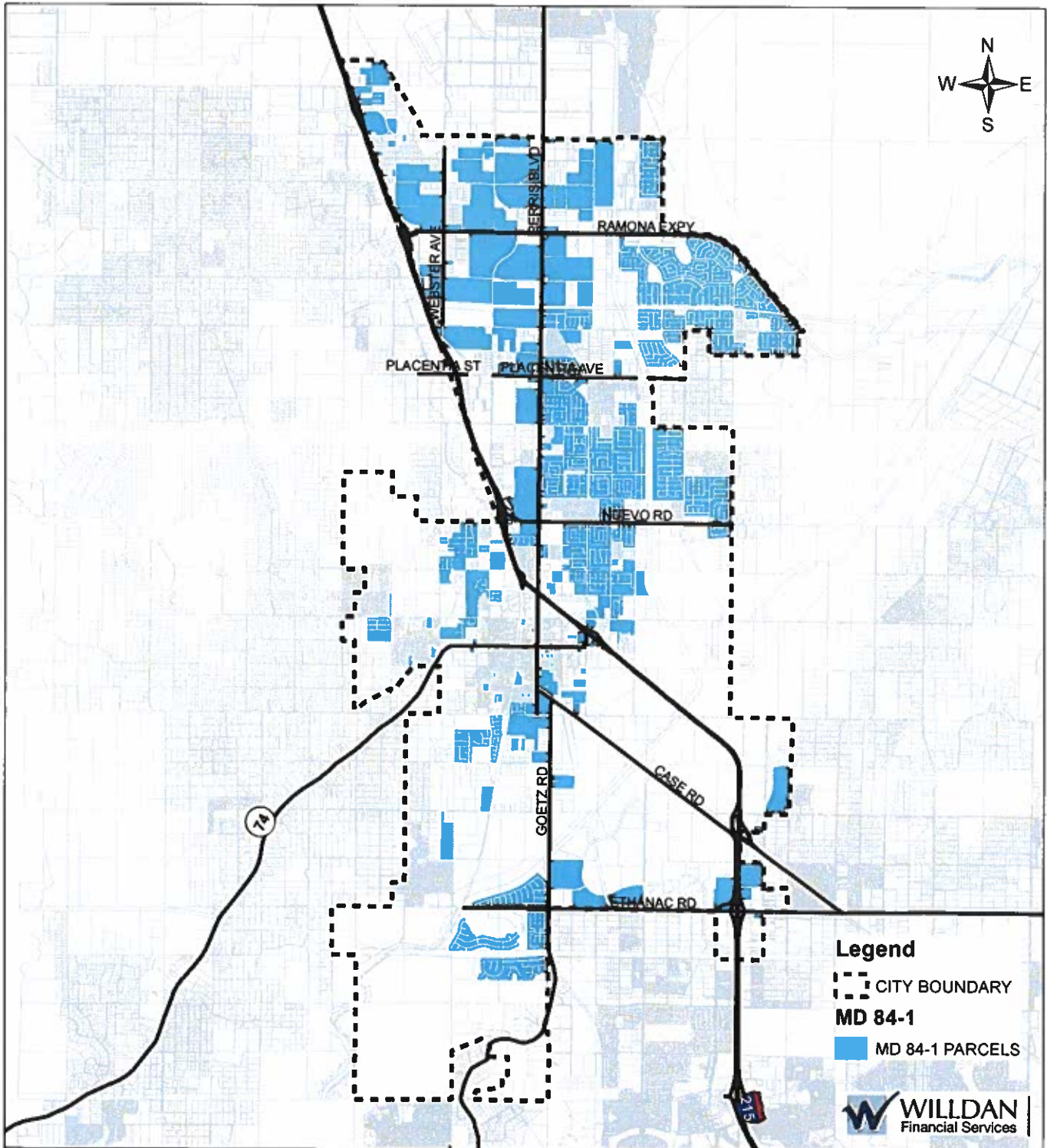
**Attachments:**

1. Vicinity Map
2. Resolution Preliminarily Approving the Engineer's Report
3. Resolution of Intention to Levy and Collect Annual Assessments Under MD 84-1 and setting a public hearing date of June 8, 2021
4. Engineer's Report

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

## **Attachment No. 1**

**MAINTENANCE DISTRICT NO. 84-1 VICINITY PARCEL MAP  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022**



## Attachment No. 2

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2021-2022 FOR CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California ("the City Council") on March 9, 2021, adopted its Resolution initiating proceedings for the levy of annual assessments for Fiscal Year 2021-2022 for City of Perris Maintenance District Number 84-1 and has ordered the Engineer of Work to prepare and file a report in accordance with Sections 22565, et seq., of the California Streets and Highways Code (the "Code"); and

**WHEREAS**, the Engineer of Work has filed with the City Clerk his report (the "Engineer's Report") containing the matters specified in Section 22567, et seq., of the Code; and

**WHEREAS**, the Engineer's Report has been duly presented by the City Clerk to the City Council for consideration and has been fully considered by the City Council and the City Council finds that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

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

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

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

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

***ADOPTED, SIGNED and APPROVED*** this 11th day of May, 2021.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar



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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of May, 2021, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

## Attachment No. 3

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2021-2022 IN CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 8, 2021 AS THE TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

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

**WHEREAS**, this City Council wished to levy and collect annual special assessments within those areas presently designated City of Perris Maintenance District Number 84-1 (hereinafter referred to as "District") pursuant to the Landscaping and Lighting Act of 1972, Streets and Highways Code Section 22500, et seq.; and

**WHEREAS**, the Engineer of Work has prepared and filed with the City Clerk a report containing the matters specified in Section 22567, et seq., of the California Streets and Highways Code (the "Engineer's Report"); and

**WHEREAS**, the City Council has read, reviewed and approved the Engineer's Report as filed; and

**WHEREAS**, the public interest and convenience require the installation, construction, maintenance, servicing and operation of traffic signals and public lighting and appurtenant facilities within the City of Perris Maintenance District Number 84-1.

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

**Section 1.** That this City Council hereby declares its intention to levy and collect special assessments within the boundaries of the City of Perris Maintenance District Number 84-1 (the "District") for Fiscal Year 2021-2022 pursuant to the Landscaping and Lighting Act of 1972 to pay the costs of installation or construction of traffic signals and public lighting and facilities and the ordinary and usual maintenance, operation and servicing of certain traffic

signals and public lighting within roadway right-of-way and public utility easements within the incorporated boundaries of the City of Perris as they existed on July 1, 2020, more particularly described on a map which is on file in the City Clerk's office entitled "Diagram of City of Perris Maintenance District Number 84-1."

**Section 2.** That the existing improvements consist generally of traffic signal and public lighting facilities including the furnishing of electric current and this City Council does contemplate the improvement of proposed new traffic signal and public lighting facilities and including:

- A. The installation or construction of traffic signal and public lighting facilities;
- B. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities; and
- C. The maintenance or servicing, or both, of any of the foregoing.

**Section 3.** That the maintenance proposed to be performed consists of the ordinary and usual maintenance, operation and servicing of traffic signal and public lighting facilities, including:

- A. The installation or construction of traffic signal and public lighting facilities;
- B. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
- C. Repair, removal or replacement of all or any part of the improvements thereon;
- D. Furnishing of electric current or energy, gas, or other illuminating agency for any public lighting and traffic signal facilities or for the lighting operation of any other improvements;

- E. Required electrical operation, repair and replacement of traffic signal and public street lighting facilities; and
- F. The furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of all works of improvement used or useful for the lighting and signalization of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments and appurtenances.

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

**Section 5.** That, in accordance with the rates previously approved, the maximum annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the traffic signals and public lights and appurtenant facilities is equal to \$46.28 per assessment unit, plus an inflation factor not to exceed the Southern California Edison rate increase(s) effective in subsequent years as approved by the California State Public Utilities Commission. That the annual assessment reflecting the costs for Fiscal Year 2021-2022 is equal to \$46.28 per assessment unit.

**Section 6.** That this City Council has approved the Engineer's Report which report indicates the amount of the proposed assessment, the District boundary, assessment zones, detailed description of improvements, and the method of assessment. The Engineer's Report, which is fully titled "City of Perris, Maintenance District Number 84-1, Fiscal Year 2021/22 Engineer's Annual Report" is on file in the office of the City Clerk. Reference is hereby made to the Engineer's Report on file with the City Clerk for a full and detailed description of the existing improvements and maintenance, the boundaries of the proposed District, and the proposed assessments upon assessable lots and parcels of land within the District.

**Section 7.** The assessments shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with this City Council of said District and this City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined.

**Section 8.** The assessments shall be levied on all parcels of assessable property within the District, as identified in the Engineer's Report, so long as the assessments are necessary to finance the improvements specified in Section 3, herein. The assessment amounts

as contained in the Engineer's Report are not proposed to be increased from the previous year, but are proposed to be adjusted in accordance with previously authorized adjustments.

**Section 9.** Notice is hereby given that June 8, 2021, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed special assessments for Fiscal Year 2021-2022, and that any interested persons may file a written protest with the City Clerk prior to the conclusion of the hearing, which protest must state all grounds of objection and described the property within the District owned by them.

**Section 10.** The City Clerk shall cause this Resolution of Intention to be published once at least 10 days prior to the Public Hearing at which the City Council will consider levying the proposed special assessments. The published notices will encompass one-eighth of a newspaper page. The Perris Progress is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

**Section 11.** That this City Council does hereby designate, Stuart McKibbin, City Engineer, (951) 943-6504 as the person to answer inquiries regarding the District and the levying and collection of the proposed special assessments for Fiscal Year 2021-2022.

**ADOPTED, SIGNED and APPROVED** this 11th day of May, 2021.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of May, 2021, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

## Attachment No. 4





# **CITY OF PERRIS**

## **MAINTENANCE DISTRICT NO. 84-1**

**FISCAL YEAR 2021/22  
ENGINEER'S ANNUAL LEVY REPORT**

**INTENT MEETING: MAY 11, 2021  
PUBLIC HEARING: JUNE 8, 2021**

27368 Via Industria  
Suite 200  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com](http://www.willdan.com)



**ENGINEER'S REPORT AFFIDAVIT**  
***Establishment of Annual Assessments for the:***

***Maintenance District No. 84-1***

**City of Perris,  
County of Riverside, State of California**

This Report describes the District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2021/22, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 11<sup>th</sup> day of May, 2021.

---

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

---

ERNIE REYNA  
Director of Finance  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

Filed in the Office of the City Clerk on the 11<sup>th</sup> day of May, 2021. Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's "Report" were made on the 8<sup>th</sup> day of June, 2021 by adoption of Resolution No. \_\_\_\_\_ of the City Council.

---

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

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## **I. OVERVIEW**

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### **A. INTRODUCTION**

To ensure that vehicles, bicycles and pedestrians move as smoothly, and as safely as possible, street lights and traffic signals are constructed on public streets. These facilities are considered important for public convenience and safety. The City Council (the "Council") previously formed Maintenance District No. 84-1 (the "District") to provide funding for a portion of the expense of the ongoing maintenance and servicing of public street lights and traffic signals within the boundaries of the City of Perris (the "City").

By increasing visibility, illuminated streets prevent accidents, especially pedestrian accidents. The lighting benefit is directly related to safety and property protection and therefore increases the perceived and actual usability and value of residential, commercial and industrial properties.

Traffic signals provide an additional benefit to pedestrians by permitting the crossing of streets that otherwise could not have been crossed safely. Vehicular accidents are reduced by assigning a right of way to conflicting movements of traffic at an intersection. Traffic signals increase the traffic capacity of an intersection while increasing the safety and the efficiency of both pedestrian and vehicular traffic.

### **B. AUTHORITY FOR THE REPORT**

This Report is prepared pursuant to a Resolution of the City Council ordering an Engineer's Report and in compliance with the requirements of Chapter 1, Article 4, Landscaping and Lighting Act of 1972, being Part 2, Division 15, Sections 22500 through 22679 of the Streets and Highways Code, State of California. This report covers the period from July 1, 2021 to June 30, 2022.

This Report includes plans and specifications for the improvements, an estimate of the costs of the improvements, a listing of the proposed assessment against the parcels or lots that benefit from the improvements and a diagram of the assessment district showing the boundary of the District. The Report is hereby presented to the City Council for its review and preliminary approval as presented. Or, preliminarily approved as the City Council may determine it should be modified.

After the Report is preliminarily approved, the City Council may adopt a resolution of intention that describes the improvements, refers to the Report for details of the district, and sets a time and place for a public hearing on the proposed levy of assessments.

As further detailed in the following section, Section II, Description of the District, assessments are levied under this District to provide for the maintenance and servicing of street lights and traffic signals that provide a measure of safety and enhance pedestrian and vehicular ingress and egress to assessed residential, commercial and industrial properties. These facilities were constructed as a condition of approval for, and as a consequence of, the development of the parcels within the District.

The 1972 Act, in Section 22573, states that the "net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements." Details of the formula being used to spread the assessments throughout this District are detailed in Section IV, Method of Assessment.

### **C. PROPOSITION 218**

In November 1996 voters of the State of California passed Proposition 218 that added Article XIID to the California Constitution requiring new procedures for assessment districts. Article XIID requires that assessments comply with stated provisions by July 1, 1997, unless an assessment district meets certain exemptions. The exemptions from the procedural and approval requirements are set forth in Section 5 of the Article and include the following:

"(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control."

Each year the current maximum annual assessment shall be increased by an amount equal to the Southern California Edison rate increase(s) effective in subsequent years as approved by the California State Public Utilities Commission. Said inflation factor included in the Resolution of Intention approved for the levy of assessments prior to the implementation of Proposition 218.

## **II. DESCRIPTION OF THE DISTRICT**

### **A. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT**

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or construction of standard public lighting facilities.
- The installation or construction of traffic signals.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing street light or traffic signal otherwise authorized pursuant to this section.
- Incidental expenses associated with the improvements include, but are not limited to:
  - The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
  - The costs of printing, advertising, and the publishing, posting and mailing of notices;
  - Compensation payable to the County for collection of assessments;
  - Compensation of any engineer or attorney employed to render services;

- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including the repair, removal, or replacement of all or any part of any lighting or traffic signal improvement.

## **B. DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED**

Generally, the work to be performed consists of the energy and maintenance costs of approximately 3,945 street lights and 70 traffic signals, all located within the City of Perris. Energy is provided by Southern California Edison (SCE). Rates for energy shall be those authorized by the Public Utilities Commission, State of California.

The street lighting and traffic signal system shall be maintained and serviced to provide standard illumination and traffic control as required by the City Engineer. The majority of street lights are owned by the City of Perris, and the remainder are owned by SCE. The traffic signals are owned and maintained by the City of Perris. Maintenance shall include but not be limited to removal, repair, replacement or relocation of light standards, traffic signals, poles, bulbs, fixtures, circuits and all appurtenances.

The street light improvements are shown on the SCE Street Light Atlas Maps and the City of Perris Streetlight Inventory Map. The traffic signals are shown on the City of Perris Traffic Signal Location Map. Said maps are on file in the City Engineer's Office and are made a part of this report to the same extent as if said documents were attached hereto.

The location of the traffic signals to be maintained and operated, including future signals, is as follows:

1. 4<sup>th</sup> Street and "D" Street
2. 4<sup>th</sup> Street and "G" Street
3. 4<sup>th</sup> Street and Perris Boulevard
4. 4<sup>th</sup> Street and Wilkerson Avenue
5. Case Road and entry to PM 33266 (future)
  
6. Ethanac and Case Roads
7. Ethanac and I-215 – southbound
8. Ethanac and Murrieta Roads
9. Ethanac and Trumble Roads
10. Evans Road and Anira Court
  
11. Evans Road and Belserra Gate (future)
12. Evans Road and Citrus Avenue
13. Evans Road & Kestral Gate
14. Evans Road and Orange Avenue
15. Evans Road and Sparrow Way

16. Goetz Road and Cai Court
17. Goetz Road and Case Road
18. Goetz Road and Ellis Avenue (future)
19. Goetz and Ethanac Roads
20. Goetz Road and Fieldstone Drive
  
21. Goetz Road and Monument Parkway
22. Harley Knox Boulevard and Indian Avenue
23. Harley Knox Boulevard and Patterson Avenue
24. Harley Knox Boulevard and Redlands Avenue
25. Harley Knox Boulevard and Western Way
  
26. Indian Avenue and Gibraltar Avenue
27. Indian Avenue and Markham Street
28. Indian Avenue and Morgan Street
29. Indian Avenue and Rider Street
30. Mapes and Trumble Roads (future)
  
31. May Ranch Parkway and Evans Road
32. Murrieta Road and Green Valley Parkway (future)
33. Nuevo and Dunlap Roads
34. Nuevo Road and El Nido Avenue (future)
35. Nuevo and Evans Roads
  
36. Nuevo and Murrieta Roads
37. Nuevo Road and Old Nuevo Road and Perris Plaza
38. Nuevo Road and Redlands Avenue
39. Nuevo Road and Towne Centre and Perris Plaza
40. Nuevo Road and Wilson Avenue
  
41. Orange Avenue & Medical Center Drive (future)
42. Perris Boulevard and 11<sup>th</sup> Street/ Case Road
43. Perris Boulevard and Citrus Avenue
44. Perris Boulevard and Crossroads Court and Perris Plaza
45. Perris Boulevard and Dawes Street
  
46. Perris Boulevard and Gallant Fox
47. Perris Boulevard and Harley Knox Boulevard
48. Perris Boulevard and Jarvis Street
49. Perris Boulevard and Markham Street
50. Perris Boulevard and Mildred Street
  
51. Perris Boulevard and Morgan Street
52. Perris Boulevard and Nuevo Road
53. Perris Boulevard and Orange Avenue
54. Perris Boulevard and Orangetree Drive
55. Perris Boulevard and Perry Street



56. Perris Boulevard and Placentia Avenue
57. Perris Boulevard and Ramona Expressway
58. Perris Boulevard and Rider Street
59. Perris Boulevard and Sinclair Street
60. Perris Boulevard and Spectrum
  
61. Perris Boulevard and Walnut Avenue (future)
62. Ramona Expressway and Bradley Road
63. Ramona Expressway and Evans Road
64. Ramona Expressway and Fair Way and Avalon Parkway
65. Ramona Expressway and Indian Avenue
  
66. Ramona Expressway and Redlands Avenue
67. Ramona Expressway and Rider Street
68. Redlands Avenue and Citrus Avenue (future)
69. Redlands Avenue and Dale Street
70. Redlands Avenue and Jarvis Street (future)
  
71. Redlands Avenue and Markham Street
72. Redlands and Orange Avenues
73. Redlands and San Jacinto Avenues
74. Rider St. & Avalon Parkway (future)
75. Rider Street and Bradley Road
  
76. Rider Street and Evans Road
77. Rider Street and Redlands Avenue
78. Rider Street and Sherman Road
79. San Jacinto Avenue and Diana Street
80. Webster Avenue and Markham Street
81. Webster Avenue and Nance Street

### ***III. ESTIMATED COSTS OF IMPROVEMENTS***

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The District provides funding for the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the installed street lights and traffic signals. On May 8, 2018 the City Council authorized the approval of several Agreements related to the City's street lights. The first included the "Equipment Lease/Purchase Agreement with Banc of America Leasing and Capital, LLC intended to provide financing for the purchase and LED retrofit of certain SCE owned LS-1 street lights . The Council also authorized the approval of the "Implementation Agreement Between the Western Riverside Council of Governments (WRCOG) and City of Perris to Implement The Maintenance and Repair Program for Street Lights." In 2019 the City of Perris completed the purchase of 4,431 street lights from SCE, while SCE maintained ownership of approximately 602 non-sellable poles. Under these purchase and lease agreements, certain services and materials will be required, including furnishing of electric current, processing of Edison contracts and payments, processing of Banc of America contracts and principal and interest payments, processing of WRCOG contracts and payments, processing of traffic signal maintenance contracts and payments, and the maintenance of



certain streetlights shown on atlas maps. The tax roll reserve is an advance for a portion of the estimated costs of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. Incidental costs include City administration, engineering and County Collection expenses.

The estimated costs of maintenance and servicing the District improvements are shown on Exhibit A, Costs of Improvements.

It is noted that on or about May 1, 2020, the City of Perris began retrofitting the LS-1 street lights purchased from SCE. The energy cost savings from the conversion of the streetlights may partially offset the costs of this transition from SCE to City ownership.

## ***IV. METHOD OF APPORTIONMENT***

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### **A. SPECIAL BENEFIT ANALYSIS**

The City of Perris has determined that street lights and traffic signals are an integral part of the quality of life within the City. Through the adoption of policies, resolutions, ordinances and codes, development within the City is subject to the completion of certain standards and conditions of approval.

Maintenance District No. 84-1 was formed by the City of Perris to assure funding in perpetuity for the continued maintenance and servicing of street lights and traffic signals constructed in conjunction with new development. Parcels within the District could not have been approved for development without a funding mechanism that provides for the maintenance of these facilities.

Development within the City is subject to standards established for the spacing, location and type of street light. Traffic studies are completed in order to establish the impact of the development and the resultant need for traffic control, including the upgrade or installation of traffic signals. With illuminated streets and the controlled orderly circulation of traffic, these facilities convey a benefit to the development.

The operation and maintenance of these facilities are for the express, special benefit of the parcels within the District. In addition to obtaining the City's approval to develop, the construction and proper maintenance of these facilities enhance ingress and egress to the property, visibility, efficient and safe traffic movement, property protection, and personal safety.

### **B. GENERAL BENEFIT ANALYSIS**

In addition to the special benefit received by the parcels within the District, there are incidental general benefits conferred by the improvements. The cost of the general benefit is to be contributed by the City and not assessed to the parcels in the District.

This cost for street lights is equal to the unit cost difference between a Standard Lumen LED light and a High-Output LED light. A Standard Lumen LED light is the standard required on a local street. High-Output LED streetlights provide further illumination in order to service a capacity greater than the local traffic.

The cost of the general benefit provided by the traffic signals is equal to the proportionate share of the total average daily trips (ADTs) that do not originate or depart from the areas within the District. For the purposes of this report, the general benefit share of the total ADTs will be referred to as "pass-through" ADTs.

For example, if the total ADTs for a given street equals 100 and the pass-through ADTs equal 20, then the general benefit cost for the traffic signal(s) on that given street would be 20% of the total yearly cost.

An additional City contribution is to be made for the general benefit's share of the system management expenses. The general benefit's share of the system management expenses is equal to the general benefit's share of the total energy and maintenance costs.

### C. ASSESSMENT METHODOLOGY

The method of assessment is based on units, with a residential dwelling or condominium equal to one benefit unit. The relationship between residential lots and apartments and commercial/manufacturing has been established at 4.2 residential lots to one acre based on the general density of the City as a whole. Pending the recordation of final maps, the benefit is assessed according to the residential lots or nonresidential acreage within the proposed development.

Land Use	Equivalent Benefit Units
Residential	1 EBU per Unit
Non-Residential	4.2 EBUs per Acre

At the time of street light construction, and as a condition of approval, a payment is made to the City by the developer for the energy and maintenance costs incurred during the initial 18-month period. No parcel or portion thereof is assessed prior to the completion of the initial 18-month period.

Each year, a review is made of newly constructed streets lights to document the energize date. Based on the energize date, parcels are assessed according to the completion of the initial 18-month period.

For example, for this year's levy, no parcel is assessed if the area's street light(s) was energized after October 1, 2020. The following lists the parameters for the completion of the initial 18-month period for the levy of Fiscal Year 2021/22 assessments:

Street Light Energize Date	Percent of EBU Assessed
Prior to January 1, 2020	100%
Between January 1, 2020 and March 31, 2020	75%
Between April 1, 2020 and June 30, 2020	50%
Between July 1, 2020 and September 30, 2020	25%
After October 1, 2020	0%

#### D. ASSESSMENT RATE

The dollar per assessment unit value for Fiscal Year 2021/22 is calculated as follows:

$$\frac{\text{Balance to Assessment}}{\text{Total Units}} = \frac{\$916,232.00}{19,797.58} = \$46.28$$

For the specific assessment on each parcel, reference is made to Exhibit C, Fiscal Year 2021/22 Assessment Roll, included herein.

### V. ASSESSMENT ROLL

The Assessment Roll stating the net amount to be assessed upon assessable lands within the District for fiscal year 2021/22 is shown in Exhibit C. The information included therein was obtained from the Fiscal Year 2020/21 Secured Roll from the County of Riverside, Office of the Assessor.

Upon approval of the Engineer's Annual Levy Report, and confirmation of the assessments, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll in Fiscal Year 2021/22. If the parcels or assessment numbers within the District and referenced in this Report, are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of the Report, the new parcel or assessment numbers with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger or tax status change, the assessment amount submitted on the new parcels or assessment numbers will be based on the method of apportionment and levy amount approved in this Report by the City Council.

### VI. DIAGRAM OF DISTRICT

Each lot or parcel within the District is identified by the Riverside County Assessor's parcel number. Reference is made to the Riverside County Assessor's maps for descriptions of the lines and dimensions of each lot or parcel within the District.

The FY 2021/22 Diagram is incorporated herein as Exhibit B.

## EXHIBIT A – COST OF IMPROVEMENTS

### FISCAL YEAR 2021/22 COST ESTIMATE MAINTENANCE DISTRICT NO. 84-1 CITY OF PERRIS

Item	Estimated Cost
2021/22 Street Light Costs (see Part I)	\$267,289.92
2021/22 Traffic Signal Costs (see Part II)	
Traffic Signal Energy Costs	\$74,197.06
Traffic Signal Maintenance Costs	109,125.94
Capital Improvement/Repair Fund	434,959.80
<b>Total Traffic Signal Costs</b>	<b>\$618,282.80</b>
Tax Roll Reserve	\$402,446.60
<b>Systems Management</b>	
Administration & Operations	\$128,873.00
Office of the City Clerk	1,300.00
Assessment Engineering	18,500.00
County Charges	6,700.00
<b>Total Systems Management</b>	<b>\$155,373.00</b>
<b>Subtotal</b>	<b>\$1,443,392.32</b>
2020/21 Tax Roll Reserve	\$532,370.69
2021/22 Streetlight Retrofit Fund	\$241,262.90
2020/21 Estimated Surplus	\$0.00
<b>Less General Contribution</b>	
2021/22 Street Light Costs (see Part I)	\$38,833.92
2021/22 Traffic Signal Costs (see Part II)	161,985.08
2021/22 Systems Management	35,233.53
<b>Less Total General Contribution</b>	<b>\$236,052.53</b>
<b>Balance to Assessment</b>	<b>\$916,232.00</b>



**I. FISCAL YEAR 2021/22 STREET LIGHTING COSTS**

**MAINTENANCE DISTRICT NO. 84-1  
CITY OF PERRIS**

Street Lights	Number of Lights	Number of Months	Total Cost per Month	Total Annual Cost	General Cost per Month	Total General Cost
4,000 Lumen	0	12	0.00	\$0.00		
5,800 Lumen	6	12	4.14	298.08		
8,000 Lumen	3	12	4.16	149.76		
9,500 Lumen	2,683	12	4.83	155,506.68		
9,500 Lumen	0	9	4.83	0.00		
9,500 Lumen	0	6	4.83	0.00		
9,500 Lumen	0	3	4.83	0.00		
16,000 Lumen	2	12	6.37	152.88	1.54	36.96
22,000 Lumen	1,234	12	7.45	110,319.60	2.62	38,796.96
22,000 Lumen	0	9	7.45	0.00	2.62	0
22,000 Lumen	0	6	7.45	0.00	2.62	0
22,000 Lumen	0	3	7.45	0.00	2.62	0
22,500 Lumen	0	12	0	0.00	0	0
LED 90 Watt	17	12	4.23	862.92	0	0
<b>Totals</b>	<b>3,945</b>			<b>\$267,289.92</b>		<b>\$38,833.92</b>



**II. FISCAL YEAR 2021/22 TRAFFIC SIGNAL COSTS**

**MAINTENANCE DISTRICT NO. 84-1  
CITY OF PERRIS**

Traffic Signal Location	Estimated FY 2021/22 Costs			FY 2021/22 Cost Distribution		
	Energy	Maintenance	Repair	MD 84-1	City	Total
4th St. & D St.	\$1,044.36	\$1,521.71	\$6,590.30	\$457.82	\$8,698.55	\$9,156.37
4th St. & G Street	1,159.47	1,521.71	6,590.30	463.57	8,807.91	9,271.48
4th St. & Perris Boulevard	3,930.40	1,521.71	6,590.30	602.12	11,440.29	12,042.41
4th St. & Wilkerson Avenue	1,124.28	1,521.71	6,590.30	923.63	8,312.66	9,236.29
Ethanac & Case Rds.	908.70	1,521.71	6,590.30	3,157.25	5,863.46	9,020.71
<b>* Ethanac Rd. &amp; I-215, southbound</b>						
Ethanac Rd. & Murrieta Rd.	0.00	1,433.84	0.00	286.77	1,147.07	1,433.84
Ethanac Rd. & Trumble Rds.	593.69	1,521.71	6,590.30	8,705.70	0.00	8,705.70
Evans Rd. & Anira Court	1,124.28	1,521.71	6,590.30	7,389.03	1,847.26	9,236.29
Evans Rd. & Citrus Avenue	419.60	1,521.71	6,590.30	8,531.61	0.00	8,531.61
	1,124.28	1,521.71	6,590.30	8,774.48	461.81	9,236.29
Evans Rd. & Kestral Gate	1,077.73	1,521.71	6,590.30	9,189.74	0.00	9,189.74
Evans Rd. & Orange Avenue	1,124.28	1,521.71	6,590.30	5,541.77	3,694.52	9,236.29
Evans Rd. & Sparrow Way	1,097.42	1,521.71	6,590.30	9,209.43	0.00	9,209.43
Goetz Rd. & Cai Court	854.67	1,521.71	6,590.30	8,340.81	625.87	8,966.68
Goetz Rd. & Case Road	810.07	1,521.71	6,590.30	2,230.52	6,691.56	8,922.08

\* Maintained and operated by CALTRANS



Traffic Signal Location	Estimated FY 2021/22 Costs			FY 2021/22 Cost Distribution		
	Energy	Maintenance	Repair	MD 84-1	City	Total
** Goetz Rd. & Ethanac Rd.	0.00	3,988.10	0.00	1,794.65	2,193.46	3,988.11
Goetz Rd. & Fieldstone Dr.	1,124.28	1,521.71	6,590.30	9,236.29	0.00	9,236.29
** Goetz Rd. & Monument Parkway	0.00	678.01	0.00	678.01	0.00	678.01
Harley Knox Blvd. & Indian Ave.	1,358.39	1,521.71	6,590.30	9,470.40	0.00	9,470.40
Harley Knox Blvd. & Patterson Ave.	531.00	1,521.71	6,590.30	8,643.01	0.00	8,643.01
Harley Knox Blvd. & Redlands Ave.	1,124.28	1,521.71	6,590.30	9,236.29	0.00	9,236.29
Harley Knox Blvd & Western Way	1,124.28	1,521.71	6,590.30	9,236.29	0.00	9,236.29
Indian Ave. & Gibraltar Ave.	696.75	1,521.71	6,590.30	8,808.76	0.00	8,808.76
Indian Ave. & Markham St.	1,124.28	1,521.71	6,590.30	9,236.29	0.00	9,236.29
Indian Ave. & Morgan St.	1,131.97	1,521.71	6,590.30	5,546.39	3,697.59	9,243.98
Indian Ave. & Rider St.	1,317.72	1,521.71	6,590.30	5,657.84	3,771.89	9,429.73
May Ranch Pkwy. & Evans Rd.	1,084.84	1,521.71	6,590.30	9,196.85	0.00	9,196.85
** Nuevo Rd. & Dunlap Rd.	0.00	2,593.13	0.00	2,593.13	0.00	2,593.13
Nuevo Rd. & Evans Rd.	1,451.15	1,521.71	6,590.30	9,085.00	478.16	9,563.16
Nuevo Rd. & Murrrieta Rd.	1,124.28	1,521.71	6,590.30	1,385.44	7,850.85	9,236.29
Nuevo Rd. & Old Nuevo Rd.	1,046.64	1,521.71	6,590.30	9,158.65	0.00	9,158.65
Nuevo Rd. & Redlands Ave.	1,120.90	1,521.71	6,590.30	7,426.95	1,805.96	9,232.91
Nuevo Rd. & Towne Center	1,288.03	1,521.71	6,590.30	8,501.40	898.64	9,400.04
Nuevo Rd. & Wilson Ave.	1,001.71	1,521.71	6,590.30	3,645.49	5,468.23	9,113.72
Perris Blvd. & 11th Street/Case Rd.	1,124.28	1,521.71	6,590.30	461.81	8,774.48	9,236.29

\*\* Maintained and operated by the County of Riverside





Traffic Signal Location	Estimated FY 2021/22 Costs			FY 2021/22 Cost Distribution		
	Energy	Maintenance	Repair	MD 84-1	City	Total
Perris Blvd. & Citrus Ave.	1,230.08	1,521.71	6,590.30	9,342.09	0.00	9,342.09
Perris Blvd. & Crossroad Ctr./Perris Plaza	1,144.39	1,521.71	6,590.30	9,256.40	0.00	9,256.40
Perris Blvd. & Dawes Street	1,226.60	1,521.71	6,590.30	9,338.61	0.00	9,338.61
Perris Blvd. & Gallant Fox	1,159.99	1,521.71	6,590.30	8,529.31	742.69	9,272.00
Perris Blvd. & Harley Knox Blvd.	1,488.36	1,521.71	6,590.30	8,160.31	1,440.06	9,600.37
Perris Blvd. & Jarvis St.	1,150.75	1,521.71	6,590.30	9,262.76	0.00	9,262.76
Perris Blvd. & Markham St.	1,293.10	1,521.71	6,590.30	9,405.11	0.00	9,405.11
Perris Blvd. & Mildred St.	1,209.80	1,521.71	6,590.30	9,321.81	0.00	9,321.81
Perris Blvd. & Morgan St.	1,307.21	1,521.71	6,590.30	9,419.22	0.00	9,419.22
Perris Blvd. & Nuevo Road	1,200.63	1,521.71	6,590.30	2,328.16	6,984.48	9,312.64
Perris Blvd. & Orange Ave.	742.38	1,521.71	6,590.30	8,854.39	0.00	8,854.39
Perris Blvd. & Orangetree Dr.	1,232.31	1,521.71	6,590.30	9,344.32	0.00	9,344.32
Perris Blvd. & Perry St.	1,300.91	1,521.71	6,590.30	4,706.46	4,706.46	9,412.92
Perris Blvd. & Placentia Ave.	1,270.67	1,521.71	6,590.30	3,753.07	5,629.61	9,382.68
Perris Blvd. & Ramona Expwy.	1,213.21	1,521.71	6,590.30	3,109.03	6,216.19	9,325.22
Perris Blvd. & Rider St.	718.81	1,521.71	6,590.30	8,830.82	0.00	8,830.82
Perris Blvd. & Sinclair St.	1,120.08	1,521.71	6,590.30	9,232.09	0.00	9,232.09
Perris Blvd. & Spectrum	1,124.28	1,521.71	6,590.30	8,496.46	739.83	9,236.29
Ramona Expwy. & Bradley Rd.	978.22	1,521.71	6,590.30	9,090.23	0.00	9,090.23
Ramona Expwy. & Evans Rd.	776.53	1,521.71	6,590.30	2,074.59	6,813.95	8,888.54

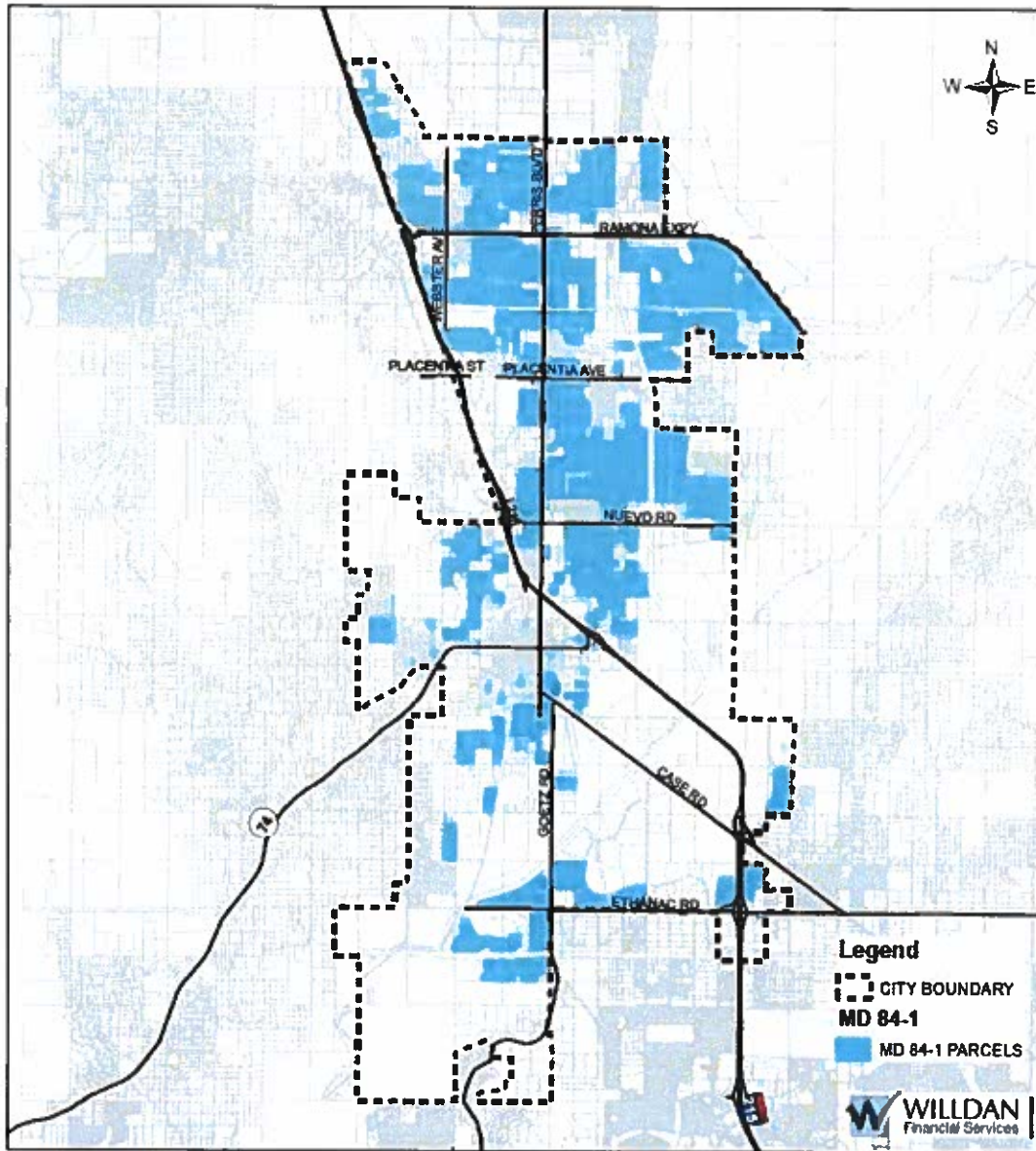




Traffic Signal Location	Estimated FY 2021/22 Costs			FY 2021/22 Cost Distribution		
	Energy	Maintenance	Repair	MD 84-1	City	Total
Ramona Expwy. & Fair Wy./Avalon Pkwy.	902.07	1,521.71	6,590.30	7,211.26	1,802.82	9,014.08
Ramona Expwy. & Indian Ave.	1,096.69	1,521.71	6,590.30	9,208.70	0.00	9,208.70
Ramona Expwy. & Redlands Ave.	784.32	1,521.71	6,590.30	8,006.70	889.63	8,896.33
Ramona Expwy. & Rider St.	1,234.43	1,521.71	6,590.30	9,346.44	0.00	9,346.44
Redlands Ave. & Dale St.	827.25	1,521.71	6,590.30	8,939.26	0.00	8,939.26
Redlands Ave. & Markham St.	1,124.28	1,521.71	6,590.30	3,232.70	6,003.59	9,236.29
Redlands & Orange Ave.	951.61	1,521.71	6,590.30	1,812.72	7,250.90	9,063.62
Redlands & San Jacinto Aves.	1,798.80	1,521.71	6,590.30	5,450.95	4,459.86	9,910.81
Rider St. & Bradley Rd.	1,065.66	1,521.71	6,590.30	9,177.67	0.00	9,177.67
Rider St. & Evans Rd.	145.20	1,521.71	6,590.30	8,257.21	0.00	8,257.21
Rider St. & Redlands Ave.	1,124.28	1,521.71	6,590.30	9,236.29	0.00	9,236.29
Rider St. & Sherman Rd.	1,113.61	1,521.71	6,590.30	9,225.62	0.00	9,225.62
San Jacinto Ave. & Diana St.	910.66	1,521.71	6,590.30	1,804.53	7,218.14	9,022.67
Webster Ave. & Nance St.	1,937.60	1,521.71	6,590.30	7,034.73	3,014.88	10,049.61
Webster Ave. & Markham St.	1,124.28	1,521.71	6,590.30	3,694.52	5,541.77	9,236.29
<b>Totals</b>	<b>\$74,197.06</b>	<b>\$109,125.94</b>	<b>\$434,959.80</b>	<b>\$456,297.73</b>	<b>\$161,985.08</b>	<b>\$618,282.80</b>

**EXHIBIT B – FISCAL YEAR 2021/22 DIAGRAM**

**DIAGRAM OF  
MAINTENANCE DISTRICT NO. 84-1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022**



## **EXHIBIT C – FISCAL YEAR 2021/22 ASSESSMENT ROLL**

The Fiscal Year 2021/22 Assessment Roll is on file with the City Clerk's office



9.C.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 11, 2021

**SUBJECT:** Annual Engineer's Report for Landscape Maintenance District No. 1 (FY 2021-2022)

**REQUESTED ACTION:**

1. Adoption of Resolution Preliminarily Approving the Engineer's Report
2. Adoption of Resolution of Intention to Levy and Collect Annual Assessments under LMD1 and setting a public hearing date of June 8, 2021

**CONTACT:** Stuart McKibbin, City Engineer

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**BACKGROUND/DISCUSSION:** LMD 1 includes residential tracts and commercial developments throughout the City as located on the Vicinity Map found as Attachment 1.

On March 9, 2021, the City Council ordered the preparation of the annual Engineer's Report for LMD 1. This District provides funding for the annual maintenance of landscape improvements constructed in conjunction with new development.

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**BUDGET (or FISCAL) IMPACT:** One – Hundred and Eight (108) benefit zones (BZ) and twelve sub-zones for parks will be assessed for Fiscal Year 2021-2022. The FY 2021-2022 assessments total \$2,832,695.96.

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Finance Director \_\_\_\_\_

**Attachments:**

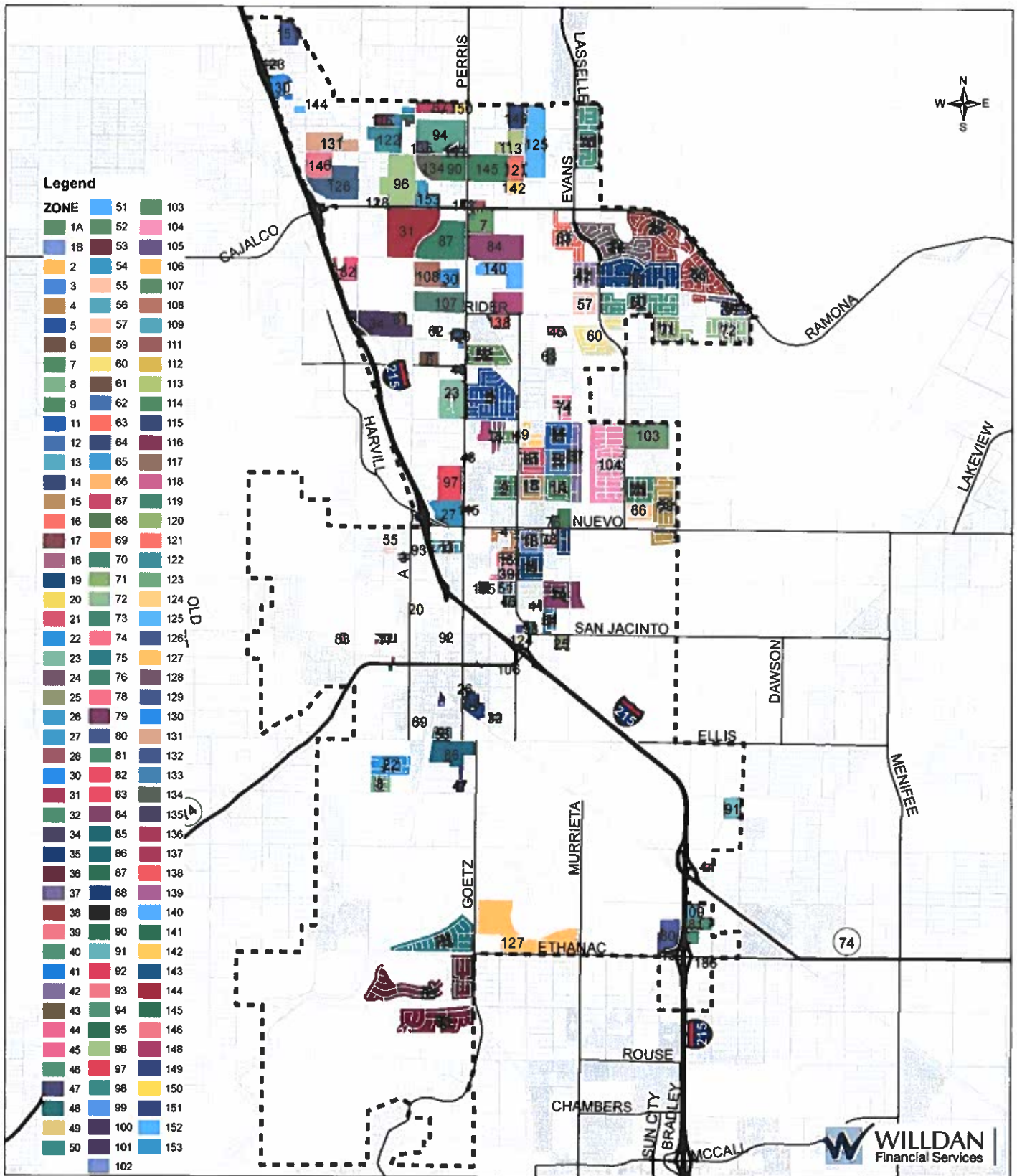
1. Vicinity Map
2. Resolution Preliminarily Approving the Engineer's Report
3. Resolution of Intention to Levy and Collect Annual Assessments Under LMD1 and setting a public hearing date of June 8, 2021
4. Engineer's Report

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

## Attachment No. 1



# LANDSCAPE MAINTENANCE DISTRICT NO. 1 ZONE VICINITY MAP CITY OF PERRIS FISCAL YEAR 2021/2022



## Attachment No. 2



**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2021-2022 FOR CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California ("the City Council") on March 9, 2021, adopted its Resolution initiating proceedings for the levy of annual assessments for Fiscal Year 2021-2022 for City of Perris Landscape Maintenance District Number 1 and has ordered the Engineer of Work to prepare and file a report in accordance with Sections 22565, et seq., of the California Streets and Highways Code (the "Code"); and

**WHEREAS**, the Engineer of Work has filed with the City Clerk his report (the "Engineer's Report") containing the matters specified in Section 22567, et seq., of the Code; and

**WHEREAS**, the Engineer's Report has been duly presented by the City Clerk to the City Council for consideration and has been fully considered by the City Council and the City Council finds that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

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

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

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

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

***ADOPTED, SIGNED and APPROVED*** this 11th day of May, 2021.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of May, 2021, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

## Attachment No. 3

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2021-2022 IN CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 8, 2021 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

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

**WHEREAS**, this City Council wished to levy and collect annual special assessments within those areas presently designated City of Perris Landscape Maintenance District Number 1 (hereinafter referred to as "District") pursuant to the Landscaping and Lighting Act of 1972, Streets and Highways Code Section 22500, et seq.; and

**WHEREAS**, the City Engineer has prepared and filed with the City Clerk a report containing the matters specified in Section 22567, et seq., of the California Streets and Highways Code (the "Engineer's Report"); and

**WHEREAS**, the City Council has read, reviewed and approved the Engineer's Report as filed; and

**WHEREAS**, the public interest and convenience require the installation, construction, maintenance, servicing and operation of landscaping improvements and appurtenant facilities within the City of Perris Landscape Maintenance District Number 1.

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

**Section 1.** That this City Council hereby declares its intention to levy and collect special assessments within the boundaries of the City of Perris Landscape Maintenance District Number 1 (the "District") for Fiscal Year 2021-2022 pursuant to the Landscaping and Lighting Act of 1972 to pay the costs of installation or construction of landscaping improvements and facilities and the ordinary and usual maintenance, operation and servicing of certain landscaping improvements within roadway right-of-way and public utility easements within the incorporated boundaries of the City of Perris as they existed on July 1, 2020, more

particularly described on a map which is on file in the City Clerk's office entitled "Diagram of City of Perris Landscape Maintenance District Number 1".

**Section 2.** That the existing improvements consist generally of the maintenance of certain landscaping improvements including the furnishing of utilities such as electric current and water.

**Section 3.** That the maintenance proposed to be performed consists of the ordinary and usual maintenance, operation and servicing of landscaping improvements.

**Section 4.** That the servicing and operation proposed to be performed consists of the repair, removal or replacement of all or any part of the improvements thereon.

**Section 5.** That the contemplated work, in the opinion of this City Council, is of more than local or ordinary public benefit, and this City Council hereby makes the expenses of said work chargeable upon the District, which District is assessed to pay the costs and expenses thereof.

**Section 6.** That this City Council has approved the Engineer's Report which report indicates the amount of the proposed assessment, the District boundary, assessment zones, detailed description of improvements, and the method of assessment. The Engineer's Report, which is fully titled "City of Perris, Landscape Maintenance District Number 1, Fiscal Year 2021/22 Engineer's Annual Report" is on file in the office of the City Clerk. Reference is hereby made to the Engineer's Report on file with the City Clerk for a full and detailed description of the existing improvements and maintenance, the boundaries of the proposed District, and the proposed assessments upon assessable lots and parcels of land within the District.

**Section 7.** The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The City Engineer shall file a report annually with this City Council of said District and this City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined.

**Section 8.** The assessments shall be levied on all parcels of assessable property within the District, as identified in the Engineer's Report, so long as the assessments are necessary to finance the improvements specified in Section 3, herein. The assessment amounts as contained in the Engineer's Report are not proposed to be increased from the previous year, but are proposed to be adjusted in accordance with previously authorized adjustments.

**Section 9.** Notice is hereby given that June 8, 2021, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed special assessments for Fiscal Year 2021-2022, and that any interested persons may file a written protest with the City Clerk prior to the conclusion of the hearing, which protest must state all grounds of objection and describe the property within the District owned by them.

**Section 10.** The City Clerk shall cause this Resolution of Intention to be published once at least 10 days prior to the Public Hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris Progress is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

**Section 11.** That this City Council does hereby designate, Staurt McKibbin, City Engineer, (951) 943-6504 as the person to answer inquiries regarding the District and the levying and collection of the proposed special assessments for Fiscal Year 2021-2022.

**ADOPTED, SIGNED** and **APPROVED** this 11th day of May, 2021.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of May, 2021, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



## Attachment No. 4



# **CITY OF PERRIS**

## **LANDSCAPE MAINTENANCE DISTRICT NO. 1**

**FISCAL YEAR 2021/22  
ENGINEER'S ANNUAL LEVY REPORT**

**INTENT MEETING: MAY 11, 2021  
PUBLIC HEARING: JUNE 8, 2021**

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**ENGINEER'S REPORT AFFIDAVIT**  
*Establishment of Annual Assessments for the:*

***Landscape Maintenance District No. 1***

**City of Perris,  
County of Riverside, State of California**

This Report describes the District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2021/22, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 11th day of May, 2021.

---

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

---

ERNIE REYNA  
Director of Finance  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

Filed in the Office of the City Clerk on the 11<sup>th</sup> day of May, 2021. Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's "Report" were made on the 8th day of June, 2021 by adoption of Resolution No. \_\_\_\_\_ of the City Council.

---

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

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## **I. OVERVIEW**

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### **A. INTRODUCTION**

The City of Perris has determined that well-managed landscapes provide a benefit for the people and developments within the City. There are social, economic, health and environmental benefits related to the installation and maintenance of landscaped improvements. The City Council (the "Council") previously formed Landscape Maintenance District No. 1 (the "District") to provide funding for the expense of the ongoing maintenance and servicing of public landscaped improvements within the boundaries of the City of Perris (the "City").

In general, the landscaped improvements were constructed as a condition of approval for new development. Typically, each development is assigned a Benefit Zone "Zone" that provides funding for specific improvements and services that benefit the parcels within the Zone. The costs associated with the specific improvements in each Zone are equitably spread among parcels receiving benefit from the improvements. All improvements are located within public rights-of-way and easements and can include medians, parkways, parks, open space, slopes, and other public areas.

### **B. AUTHORITY FOR THE REPORT**

This Report is prepared pursuant to a Resolution of the City Council ordering an Engineer's Report and in compliance with the requirements of Chapter 1, Article 4, Landscaping and Lighting Act of 1972, being Part 2, Division 15, Sections 22500 through 22679 of the Streets and Highways Code, State of California. This report covers the period from July 1, 2021 to June 30, 2022.

Contained within the Report are plans and specifications for the improvements, an estimate of the costs of the improvements, a listing of the proposed assessment against the parcels or lots that benefit from the improvements and a diagram of the assessment district showing the boundary of the District and the boundaries of the Benefit Zones. The Report is hereby presented to the City Council for its preliminary approval as presented. Or, preliminarily approved as the City Council may determine it should be modified, before approval.

After the Report is preliminarily approved, the City Council may adopt a resolution of intention that describes the improvements, refers to the Report for details of the district, and sets a time and place for a public hearing on the proposed levy of assessments.

The City Council conducts the noticed public hearing to consider public testimonies, comments and written protests regarding the District and the levy of the proposed annual assessments. Based upon consideration of the public testimonies, comments and written protests regarding the District and the levy of the proposed annual assessments at the public hearing, the City Council may approve this Report (as submitted or amended), approve the assessment diagram, and confirm the assessments as described herein. In such case, the assessments for each benefitting parcel, as approved and described herein, shall be submitted to the Riverside County Auditor/Controller for inclusion on the Fiscal Year 2021/22 property tax roll.

As further detailed in the following section, Section II, Description of the District, assessments are levied under this District to provide for the maintenance and servicing of landscaped improvements. These facilities were constructed as a condition of approval for, and as a consequence of, the development of the parcels within the District.

### **C. PROPOSITION 218**

In November 1996 voters of the State of California passed Proposition 218 that added Article XIID to the California Constitution requiring new procedures for assessment districts. Article XIID requires that assessments comply with stated provisions by July 1, 1997, unless an assessment district meets certain exemptions. The exemptions from the procedural and approval requirements are set forth in Section 5 of the Article and include the following:

“(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.”

The Method of Apportionment, in Part IV of this Report, utilizes commonly accepted assessment engineering practices and has been established pursuant to the 1972 Act and the provisions of Article XIID. New or increased assessments will be subject to the substantive and procedural requirements of Article XIID Section 4.

## ***II. DESCRIPTION OF THE DISTRICT***

---

### **A. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT**

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

*It is noted that, under this District, sidewalks are not maintained, and the maintenance of walls is limited to graffiti removal.*

## **B. DESCRIPTION OF BENEFIT ZONE IMPROVEMENTS TO BE MAINTAINED AND SERVICED**

For Fiscal Year 2021/22, the District includes one hundred fifty- three (153) distinct Benefit Zones. Each Zone has specific improvements and services that provide a benefit to the parcels within the Zone. With proper maintenance and servicing, the landscaped improvements are kept in a healthy and vigorous condition.

Reference is hereby made to the plans and specifications that show the location and extent of the landscaped areas within each Benefit Zone. Said plans and specifications were approved by and are on file in the City of Perris Office of Community Development. The volume of these documents prohibit inclusion in this Report, and by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

It is noted that "landscape" improvements in the description of benefit zones may also refer to the park/trail improvements within the zone. Expenses paid for park/trail improvements within the Benefit Zones may include, but are not limited to, expenses for the landscape, irrigation, maintenance, staffing, and park amenities.

A general description of the improvements and developments, by Benefit Zone, are as follows:

**Benefit Zone 1:** The landscape improvements include those shown on the plans and specifications for Tracts 17399 and 20280-1 through -7. These improvements include the permanent landscape areas along the Redlands Avenue, Nuevo Road, and Wilson Avenue frontages as follows:

- Redlands Avenue from Nuevo Road, south approximately 1,300 feet along the west boundary of Tracts 20280-1 through -7.
- Nuevo Road from Redlands Avenue to Wilson Avenue, approximately 1,300 feet along the north boundary of Tracts 20280-1 through -7.
- Wilson Avenue from Citrus Avenue Road, south approximately 1,300 feet along the west boundary of Tract 17399.

**Benefit Zone 2:** The landscape improvements include those shown on the plans and specifications for Tract 19893. These improvements include the permanent landscape areas within along the Wilson Avenue and Orange Avenue frontages as follows:

- Wilson Avenue from Orange Avenue, south approximately 1,300 feet along the east boundary of Tract 19893.
- Orange Avenue from Wilson Avenue, west approximately 1,300 feet along the north boundary of Tract 19893.

**Benefit Zone 3:** The landscape improvements include those shown on the plans and specifications for Tract 21131. These improvements include the permanent landscape areas along "A" Street, approximately 165 feet north and south of Serrana Road, along the east boundary of Tract 21131.

**Benefit Zone 4:** The landscape improvements include those shown on the plans and specifications for Tracts 20280, 20280-8 and 20280-11. These improvements include the permanent landscape areas along the Redlands Avenue and Nuevo Road frontages as follows:

- Redlands Avenue from Nuevo Road, south approximately 1,300 feet along the east boundary of Tracts 20280-8 and 20280-11.
- Nuevo Road from Ruby Drive to Redlands Avenue approximately 1,300 feet along the north boundary of Tracts 20280 and 20280-8.



**Benefit Zone 5:** The landscape improvements include those shown on the plans and specifications for Tracts 20538. These improvements include the permanent landscape areas along the Orange Avenue, Redlands Avenue, Placentia Avenue, and Perris Boulevard frontages as follows:

- Orange Avenue from Perris Boulevard to Redlands Avenue, along the south boundary of Tract 20538.
- Redlands Avenue from Placentia Avenue to Orange Avenue, along the east boundary of Tract 20538.
- Placentia Avenue from Perris Boulevard to Redlands Avenue, along the north boundary of Tract 20538.
- Perris Boulevard from Orange Avenue to Placentia Avenue, along the west boundary of Tract 20538.

**Benefit Zone 6:** The landscape improvements include those shown on the plans and specifications for CUP 87-37. These improvements include the permanent landscape areas along the Barrett Avenue frontage from Placentia Avenue, north approximately 660 feet along the east boundary of CUP 87-37.

**Benefit Zone 7:** The landscape improvements include those shown on the plans and specifications for Tract 21771. These improvements include the permanent landscape areas along the Ramona Expressway and Perris Boulevard frontages as follows:

- Ramona Expressway from Perris Boulevard, east approximately 1,300 feet, along the north boundary of Tract 21771.
- Perris Boulevard from Ramona Expressway, south approximately 1,300 feet, along the west boundary of Tract 21771.

**Benefit Zone 8:** The landscape improvements include those shown on the plans and specifications for Tracts 22719 and 22719-1. These improvements include the permanent landscape areas along the Mountain Avenue frontage from River Road, east approximately 950 feet, along the south boundary of Tract 22719-1.

**Benefit Zone 9:** The landscape and park improvements include those shown on the plans and specifications for Tracts 22248 and 22248-1. These improvements include the permanent landscape areas within Copper Creek Park and along the Redlands Avenue and Citrus Avenue frontages as follows:

- Redlands Avenue from Citrus Avenue, south approximately 1,260 feet along the west boundary of Tract 22248.
- Citrus Avenue from Redlands Avenue, west approximately 1,200 feet along the north boundary of Tracts 22248 and 22248-1.

**Benefit Zone 10:** Superseded by Benefit Zone 38.

**Benefit Zone 11:** The landscape improvements include those shown on the plans and specifications for Tract 22988-1. These improvements include the permanent landscape areas along the Orange Street frontage from Wilson Avenue to Murrieta Road along the north boundary of Tract 22988-1.

**Benefit Zone 12:** The landscape improvements include those shown on the plans and specifications for Tract 22988. These improvements include the permanent landscape areas along the Citrus Avenue frontage from Wilson Avenue to Murrieta Road along the south boundary of Tract 22988.

**Benefit Zone 13:** The landscape improvements include those shown on the plans and specifications for Tracts 24081 and 24081-1. These improvements include the permanent landscape areas along the Perris Boulevard frontage from Bowen, north approximately 660 feet along the east boundary of Tract 24081-1.

**Benefit Zone 14:** The landscape improvements include those shown on the plans and specifications for Tracts 23275 and 24541. These improvements include the permanent landscape areas along the Nuevo Road and Murrieta Road frontages as follows:

- Nuevo Road from Murrieta Road, west approximately 660 feet along the north boundary of Tracts 23275 and 24541.
- Murrieta Road from Nuevo Road, south approximately 1,320 feet along the west boundary of Tract 24541.

**Benefit Zone 15:** The landscape improvements include those shown on the plans and specifications for Tracts 23825, and 23825-1 through 23825-4. These improvements include the permanent landscape areas along the Citrus Avenue and Wilson Avenue frontages as follows:

- Citrus Avenue from Avenida San Sebastian to Wilson Avenue along the north boundary of Tracts 23825, 23825-1 and 23825-3.
- Wilson Avenue from Citrus Avenue, south approximately 1,320 feet along the east boundary of Tracts 23825-2 and 23825-3.

**Benefit Zone 16:** The landscape improvements include those shown on the plans and specifications for Tract 23838. These improvements include the permanent landscape areas along the Redlands Avenue frontage from Mildred Street, north approximately 760 feet along the east boundary of Tract 23838.

**Benefit Zone 17:** The landscape improvements include those shown on the plans and specifications for Tract 22910-1. These improvements include the permanent landscape areas along San Jacinto Avenue fronting the north boundary of Tract 22910-1.

**Benefit Zone 18:** The landscape improvements include those shown on the plans and specifications for Tracts 20645-2 and 31683. These improvements include the

permanent landscape areas along the Orange Avenue frontage from Medical Center Drive, east along the north boundary of Tracts 20645-2 and 31683.

**Benefit Zone 19:** The landscape improvements include those shown on the plans and specifications for Tracts 20173, 20173-1, 20173-2, and 20173-3. These improvements include the permanent landscape areas along the Redlands Avenue frontage from Metz Storm Drain, north approximately 1,320 feet along the east boundary of Tracts 20173 and 20173-3.

**Benefit Zone 20:** The landscape improvements include those shown on the plans and specifications for Tract 24715. These improvements include the permanent landscape areas along the "A" Street frontage along the east boundary of Tract 24715.

**Benefit Zone 21:** The landscape improvements include those shown on the plans and specifications for Tracts 20211. These improvements include the permanent landscape areas along the Redlands Avenue and Citrus Avenue frontages as follows:

- Redlands Avenue from Citrus Avenue, north approximately 1,320 feet along the west boundary of Tract 20211.
- Citrus Avenue from Redlands Avenue to Wilson Avenue along the south boundary of Tract 20211.

**Benefit Zone 22:** The landscape improvements include those shown on the plans and specifications for Tracts 24809, 24809-1, and 24809-2. These improvements include the permanent landscape areas along the "A" Street frontage from 428 feet north of Redding Way, south approximately 844 feet along the east boundary of Tract 24809-1.

**Benefit Zone 23:** The landscape improvements include those shown on the plans and specifications for Parcel Map 26437. These improvements include the permanent landscape areas along the Orange Avenue, Barrett Avenue and Perris Boulevard frontages as follows:

- Orange Avenue from Barrett Avenue to Perris Boulevard along the south boundary of Parcel Map 26437.
- Barrett Avenue from Orange Avenue, north approximately 1,320 feet along the west boundary of Parcel Map 26437.
- Perris Boulevard from Orange Avenue, north approximately 1,320 feet along the east boundary of Parcel Map 26437.

**Benefit Zone 24:** The landscape and park improvements include those shown on the plans and specifications for Tracts 24499, 24499-1, 24499-2, and 24499-3. These improvements include May Ranch Park, and the permanent landscape areas along the Evans Street, Loop Road and Morgan Street frontages bordering the tracts.

**Benefit Zone 25:** The landscape improvements include those shown in the Perris Marketplace Specific Plan. These improvements include the permanent landscape areas along the San Jacinto Avenue frontage along the north boundary of development.

**Benefit Zone 26:** The landscape improvements include those shown on the plans and specifications for Tract 27502. These improvements include the permanent landscape areas along the Perris Boulevard and 7<sup>th</sup> Street frontages bordering the tracts.

**Benefit Zone 27:** The landscape improvements include those shown on the plans and specifications for Parcel Map 27544-1 and -2. These improvements include the medians bordering Parcel Map 27544-1 and -2 along the Perris Boulevard and Nuevo Road frontages.

**Benefit Zone 28:** The landscape improvements include those shown on the plans and specifications for Parcel Map 26618. These improvements include the permanent landscape areas along the Perris Boulevard and Ramona Expressway frontages as follows:

- Perris Boulevard from Ramona Expressway, north approximately 330 feet along the west boundary of Parcel Map 26618.
- Ramona Expressway from Perris Boulevard, east approximately 840 feet along the south boundary of Parcel Map 26618.

**Benefit Zone 29:** Superseded by Benefit Zone 86.

**Benefit Zone 30:** The landscape improvements include those shown on the plans and specifications for DPR 99/0174. These improvements include the permanent landscape areas along the Perris Avenue, Sinclair Street and Barrett Avenue frontages bordering the development.

**Benefit Zone 31:** The landscape improvements include those shown on the plans and specifications for PUP 99/0079. These improvements include the permanent landscape areas along the Ramona Expressway, Brennan Avenue and Barrett Avenue frontages bordering the development.

**Benefit Zone 32:** The landscape improvements include those shown on the plans and specifications for CUP 99/0185. These improvements include the permanent landscape areas along the G Street frontage bordering the development.

**Benefit Zone 33:** Superseded by Benefit Zone 143.

**Benefit Zone 34:** The landscape improvements include those shown on the plans and specifications for DPR 97/0111. These improvements include the permanent landscape areas along the Rider Street frontage bordering the development.

**Benefit Zone 35:** The landscape improvements include those shown on the plans and specifications for Tracts 29654, 29993 and 29994. These improvements consist of two categories, park improvements and public street landscaping. The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider

Street and Old Evans Road (Paws Park), Basin/Liberty Park, Morgan Park, and May Ranch Park on Walnut Street.

The public street landscaping includes the irrigation system, landscaping, entries, and medians within Benefit Zone 35. The public street landscaping improvements are further identified as follows:

- Bradley Road, along the east boundary of Benefit Zone 35, from Morgan Street southerly to the southeast corner of Lot 71, Tract 29994
- Evans Road and median, along the west boundary of Benefit Zone 35, from May Ranch Parkway southerly to the southwest corner of Lot 5, Tract 29994
- May Ranch Parkway, along the northerly boundary of Benefit Zone 35, from Evans Road to Morgan Street
- Morgan Street, along the northerly boundary of Benefit Zone 35, from May Ranch Parkway to Bradley Road

**Benefit Zone 36:** The landscape improvements include those shown on the plans and specifications for Tract 28986. These improvements include the permanent landscape areas along both sides of Goldenrod Avenue. The public parkways extend westerly from the intersection of Goldenrod Avenue and Goetz Road to the intersection of Goldenrod Avenue and the Secondary Access Road.

**Benefit Zone 37:** The landscape improvements include those shown on the plans and specifications for Tract 24111. These improvements include the permanent landscape areas along the:

- South side of Orange Avenue bordering Tract 24111.
- North and south sides of Citrus Avenue within Tract 24111.
- East side of Murrieta Road bordering Tract 24111 from Orange Avenue south approximately 86 feet.

**Benefit Zone 38:** The landscape improvements include those shown on the plans and specifications for Lot 15 (Frank Eaton Memorial Park) and Lot 18 (a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road also known as East Linear Park) of Tract 22831.

**Benefit Zone 39:** The landscape improvements include those shown on the plans and specifications for Tract 30382. These improvements include the permanent landscape areas located within:

- Lot 1, Tract 30382.
- The public parkway along the west side of Redlands Avenue bordering Tract 30382.

**Benefit Zone 40:** The landscape improvements include those shown on the plans and specifications for Tract 30144. These improvements include the permanent landscape areas along the Redlands Avenue frontage bordering the development.

**Benefit Zone 41:** The landscape improvements include those shown on the plans and specifications for Tract 26386. These improvements include the permanent landscape areas along the west side of Wilson Avenue and the north side of Dale Street bordering the development.

**Benefit Zone 42:** The landscape improvements include those shown on the plans and specifications for Tract 30380. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road (Paws Park), Basin/Liberty Park, Morgan Park, and May Ranch Park on Walnut Street

The public street landscaping includes the permanent landscape areas along:

- Parkway along the south side of Morgan Street bordering the Tract and the east side of Evans Road bordering the Tract.
- Parkway between the Flood Control Channel and two interior streets ("D" and "I" Streets).
- Two entrances into the tract from Morgan Street and from Evans Road.

**Benefit Zone 43:** The landscape improvements include those shown on the plans and specifications for DPR 01/0051. These improvements include the permanent landscape areas along the Perris Boulevard and Avocado Avenue frontages bordering the development.

**Benefit Zone 44:** The landscape improvements include those shown on the plans and specifications for DPR 02/0031. These improvements include the permanent landscape areas along the "A" Streets and Trumble Road frontages bordering the development.

**Benefit Zone 45:** The landscape improvements include those shown on the plans and specifications for DPR 01/0210. These improvements include the permanent landscape areas along the Wilson Avenue frontage bordering the development.

**Benefit Zone 46:** The landscape improvements include those shown on the plans and specifications for DPR 98/0071. These improvements include the permanent landscape areas along the Dale Road and Redland Avenue frontages bordering the development.

**Benefit Zone 47:** The landscape improvements include those shown on the plans and specifications for Assessor Parcel Numbers 303-040-031, -036 and -050. These improvements include the permanent landscape areas along the Malbert Street and Mountain Avenue frontages bordering the development.

**Benefit Zone 48:** The landscape improvements include those shown on the plans and specifications for PUP 99-0126. These improvements include the permanent landscape areas along the Perris Boulevard frontage bordering the development.

**Benefit Zone 49:** The landscape improvements include those shown on the plans and specifications for Tract 30751. These improvements include the permanent landscape areas along the south side of Orange Avenue and the east side of Redlands Avenue bordering the Tract.

**Benefit Zone 50:** The landscape improvements include those shown on the plans and specifications for Tracts 30490 and 30518. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road, Basin/Liberty Park, Morgan Park, and the May Ranch Park on Walnut Street.

The public street landscaping includes the permanent landscape areas along:

- Evans Roads Medians, along the west boundary of Benefit Zone 50, from Limousine Street southerly to Rider Street.
- Evans Road, along the west boundary, from the southwest corner of Tract 29994 southerly to Rider Street.
- Rider Street, along the south boundary from Evans Road easterly to Bradley Avenue.
- Bradley Avenue, along the east boundary from the southeast corner of Tract 29994 southerly to Rider Street.
- The east and west sides of Old Evans Road, from Rider Street northerly to the Metropolitan Water District easement.
- The four entrances into Benefit Zone 50, on Evans Road, Rider Street (2) and Bradley Avenue.
- Lots B and C, Tract 30490.

**Benefit Zone 51:** The landscape improvements include those shown on the plans and specifications for Tract 31114. These improvements include the permanent landscape areas along the west side of Redlands Avenue and the north side of Jarvis

Street bordering the Tract; Corte San Miguel, along the south boundary of Lots 37, 38, 58, 59, 79 and 80, Tract 31114; two entrances on Jarvis Street into Benefit Zone 51, located along the eastern boundary of Lot 1, Tract 31114 and along the western boundary of Lot 13, Tract 31114.

**Benefit Zone 52:** The landscape improvements include those shown on the plans and specifications for Tract 31241. These improvements include the permanent landscape areas along the east side of Perris Boulevard, including median and the north side of Jarvis bordering the Tract; entrance on Perris Boulevard and median into Exploration Way; entrance on Placentia Avenue and median into Spokane Street; entrance on Placentia Avenue and median into Lake View Drive; and landscaping along the side yards of corner lots within Benefit Zone 52.

**Benefit Zone 53:** The landscape improvements include those shown on the plans and specifications for Tracts 30662 and 31564. There are five categories of improvements to be maintained.

Landscaping improvements, within the public right-of-way, are the first category of improvements to be maintained. These improvements include the permanent landscape areas located within the medians and public parkways; and, are further identified as follows:

- Ethanac Road, along the north boundary of Tract 31564.
- Goetz Road, along the east boundary of Benefit Zone 53.
- Monument Parkway, including medians, within Benefit Zone 53.
- Northeasterly side of Pinnacle Street within Benefit Zone 53.
- Vantage Drive between the south boundary of Tract 30662-2 and the north boundary of Tract 28986.
- Entrances on Ethanac Road and Goetz Road into Benefit Zone 53.

The second category of improvements to be maintained includes the permanent landscape areas located on irrigated slopes beyond the public parkways on the northeasterly side of Pinnacle Street. The permanent landscape improvements located within the Community Park and Monument Area are the third category of improvements. These areas are located to the east of Tract 30662-2, with the Community Park located on the south side and the Monument Area located on the north side of Monument Parkway.

Non-irrigated areas are the fourth category of improvements to be maintained. The permanent landscape improvements within these areas are further identified as follows:

- Buffer areas that will serve as a fuel modification zone in times of fire, erosion control, natural drainage, and as a transition area between property lines and natural areas, bio-swales, debris basins and detention basins. The buffer area will be planted with drought-resistant native shrubs, ground cover, and grass mix.



The buffer areas are further identified as follows: 1) an approximate 80'-wide strip, excluding debris basins, within Benefit Zone 53 and along the southern boundary line of Lots 47 to 57, Tract 30662, Lots 95 to 124, Tract 30662-2, and, the Community Park and, 2) irregular buffer areas along the west boundary line of Lots 1 through 15 and 108 through 122, Tract 30662-1, within the East Debris Basin and between the East Bio-swale and the East Detention Basin.

- Corridors (an approximate 30'-wide strip), within Benefit Zone 53 and between Lots 14 and 15, Tract 30662; and, Lots 7 and 8, Lots 22, 23 and 24, Lots 37 and 38, Lots 59 and 60, Lots 70 and 71, Lots 93 and 94 and Lots 119 and 120, Tract 30662-2. These corridors will be planted with drought resistant native grass mix and will serve as access ways, erosion control and drainage easements.
- South Natural Area between the 80'-strip buffer area and the south boundary line of Benefit Zone 53. It is anticipated that maintenance activities in the natural area will be limited to gathering debris and trash. However, pruning may be necessary to reduce fire hazards and the planting of drought-resistant native shrubs, ground cover, and grass mix may be necessary to facilitate drainage and prevent erosion.

Drainage facilities are the fifth category of improvements to be maintained. These facilities are included herein as opposed to Benefit Zone 25, Flood Control Maintenance District No. 1 due to the transition of the non-irrigated areas into these facilities and the similarity of landscaping and level of maintenance. It is also anticipated that these facilities will be included in the same maintenance contracts with the non-irrigated areas.

The permanent landscape improvements within the drainage facilities will be maintained, and the facilities are further identified as follows:

- Two detention basins, with the East Detention Basin located between Monument Parkway and the terminus of Ethanac Road and the West Detention Basin is located along the west boundary line of Lots 7 through 18, Tract 30662. The detention basins were designed to hold storm water run-off and to mitigate potential flooding to less than significant levels.
- A bio-swale is located adjacent to each detention basin. It is noted that a portion of the West Bio-swale extends beyond the west boundary of Benefit Zone 53. The bio-swales are designed to eliminate pollutants in conformance with state and federal regulations and management practices.
- Three debris basins designed to facilitate proper drainage, prevent erosion and to further improve the quality of storm water run-off. The debris basins are further identified as follows: 1) the East Debris Basin is located easterly of the Community Park, 2) the Central Debris Basin is located along the south boundary line of Lots 118 through 122, Tract 30662-2 and, 3) the West Debris Basin is located between Lots 46 and 47, Tract 30662.
- Channels that facilitate the drainage from non-irrigated areas into the detention basins, bio-swales and debris basins.

**Benefit Zone 54:** The landscape improvements include those shown on the plans and specifications for Tract 31678. These improvements include the permanent landscape areas along the north side of San Jacinto Avenue, the south side of Dale Street and the east side of Wilson Avenue bordering the Tract; and entrances on Dale Street and Wilson Avenue into Benefit Zone 54.

**Benefit Zone 55:** The landscape improvements include those shown on the plans and specifications for Tract 31226. These improvements include the permanent landscape areas along the north side of Nuevo Road bordering the Tract.

**Benefit Zone 56:** The landscape improvements include those shown on the plans and specifications for Tract 31201. These improvements include the permanent landscape areas along the south side of Midway Avenue and the south side of Ellis Avenue; and entrances in Midway and Ellis Avenues.

**Benefit Zone 57:** The landscape improvements include those shown on the plans and specifications for Tract 31178. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road (Paws Park), Basin/Liberty Park, Morgan Park, and May Ranch Park on Walnut Street

The public street landscaping includes the permanent landscape areas along:

- Evans Road, along the east boundary of Benefit Zone 57.
- Rider Street, along the south boundary of Benefit Zone 57.
- Entrances from Evans Road and Rider Street into Benefit Zone 57.
- Thirty-foot wide easement, along the west boundary of Benefit Zone 57.
- Lot L, Tract 31178, along the north boundary of Benefit Zone 57.
- Lots P, Q, R, and S, Tract 31178, within Benefit Zone 57.

**Benefit Zone 59:** The landscape improvements include those shown on the plans and specifications for Tract 29425. These improvements include the permanent landscape areas along:

- Citrus Avenue, along the north boundary of Benefit Zone 59.
- Nuevo Road, including median, within the boundary of Benefit Zone 59.
- Dunlap Drive, along the east boundary of Benefit Zone 59.

- El Nino Avenue, along the west boundary of Lot M, Tract 29425-1.
- Four entrances into Benefit Zone 59 from Dunlap Drive (3) and Citrus Avenue (1).
- Lot M, Tract 29425 (pocket park on El Nido Ave).

**Benefit Zone 60:** The landscape improvements include those shown on the plans and specifications for Tracts 30773 and 31416. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road (Paws Park), Basin/Liberty Park, Morgan Park, the May Ranch Park on Walnut Street, and the Perris Valley Storm Drain Trail, a 12-foot wide pedestrian/bicycle trail within a 25-foot wide right-of-way, along the east boundary of the Perris Valley Storm Drain, from Ramona Expressway to Placentia Avenue.

The public street landscaping includes the permanent landscape areas along:

- Rider Street, adjacent to the north boundary of Tract 30773.
- Old Evans Road along the east boundary of Tract 30773.
- Evans Road and medians from Rider Street to Old Evans Road.
- Lots I, J, K, and L, Tract 30773.
- Lot J, Tract 31416.
- Lot R, Tract 31416-1.
- Entrances into Kestral Gate, Whimbrel Way and Sparrow Way from Evans Road.
- Entrance into Bunting Way from Old Evans Road

In addition to those improvements, Benefit Zone 60 contributes to the maintenance of a pocket park on Sparrow Way.

**Benefit Zone 61:** The landscape improvements include those shown on the plans and specifications for CUP 02/0215. These improvements include the permanent landscape areas along Rider Street bordering the development.

**Benefit Zone 62:** The landscape improvements include those shown on the plans and specifications for DPR 03/149. These improvements include the permanent landscape areas along Barrett Avenue.

**Benefit Zone 63:** The landscape improvements include those shown on the plans and specifications for Tract 32262. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road (Paws Park), a pocket park on Hazel Drive, Basin/Liberty Park, Morgan Park, the May Ranch Park on Walnut Street, and the Perris Valley Storm Drain Trail, and a 12-foot wide pedestrian/bicycle trail within a 25-foot wide right-of-way, along the east boundary of the Perris Valley Storm Drain, from Ramona Expressway to Placentia Avenue.

The public street landscaping includes the permanent landscape areas located within the public medians, entrances, parkways and easements, bordering and within Tract Map 32262. These located are further identified as follows:

- Ramona Expressway.
- Evans Road.
- Morgan Street.
- Lots S, T and U, Tract Map 32262.

**Benefit Zone 64:** The landscape improvements include those shown on the plans and specifications for Tract 33227 and Amended Tracts 22832 and 22833. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road (Paws Park), Basin/Liberty Park, Morgan Park, the May Ranch Park on Walnut Street, and the Perris Valley Storm Drain Trail, a 12-foot wide pedestrian/bicycle trail within a 25-foot wide right-of-way, along the east boundary of the Perris Valley Storm Drain, from Ramona Expressway to Placentia Avenue.

The public street landscaping includes the permanent landscape areas along:

- Rider Street Medians, extending from Ramona Expressway to Avalon Parkway.
- Northwesterly parkways along Rider Street, extending from Ramona Expressway to Avalon Parkway.
- Northeasterly parkways along Avalon Parkway, extending from Rider Street north to the northwest corner of Lot B, Amended Tract 22832.

**Benefit Zone 65:** The hardscape improvements include those shown on the plans and specifications for DPR 04-0343. These permanent improvements are further identified as the medians within Oleander Avenue and along the south boundary of Benefit Zone 65 and the medians within Indian Street and along the east boundary of Benefit Zone 65.

**Benefit Zone 66:** The landscape improvements include those shown on the plans and specifications for Tract 32793 and Tract 33720. These improvements include the permanent landscape areas along:

- Evans Road, including medians, along the west boundary of Benefit Zone 66.
- Entry Monument at the intersection of Evans Road and Addison Way.
- Entrances on Evans Road, Sunset Avenue and El Nido Avenue into Benefit Zone 66.

**Benefit Zone 67:** The landscape improvements include those shown on the plans and specifications for Parcel Map 31832. These permanent improvements include the medians within Oleander Avenue and along the south boundary of Benefit Zone 67 and the medians within Indian Street and along the west boundary of Benefit Zone 67.

**Benefit Zone 68:** The landscape improvements include those shown on the plans and specifications for Parcel Map 31743. These permanent improvements include the parkway adjacent to Parcel C, Parcel Map 31473. These landscape improvements are further identified as follows:

- Wilson Street along the west boundary of Parcel C, Parcel Map 31743.
- Placentia Avenue along the south boundary of Parcel C, Parcel Map 31743 and the south boundary of Benefit Zone 68.

**Benefit Zone 69:** The landscape improvements include those shown on the plans and specifications for Tract 32769. These permanent improvements are further identified as follows:

- "B" Street along the east boundary of Benefit Zone 69.
- Open Space Lot, Tract 32769.

**Benefit Zone 70:** The landscape improvements include those shown on the plans and specifications for Tract 32707 and Tract 32708. These permanent improvements include the medians, parkways and open space areas within and bordering Tracts 32707 and 32708. These improvements are further identified as follows:

- Medians and easterly parkways along Evans Road, extending from Oleander Avenue to the southwest corner of Tract 32708.
- Center Street/Lake Perris Boulevard westerly parkway from the northeast corner of Tract 32707 to the southeast corner of Tract 32708.

- Lot 24, remnant parcel, Tract 32707.
- Lot 138, open space, Tract 32707.
- Lots O and P, Tract 32708.
- Medians and entrances into Marbella Gate, Anira Court and Belsarra Gate from Evans Road.

**Benefit Zone 71:** The landscape improvements include those shown on the plans and specifications for Tract 30780. These improvements consist of two categories, park improvements and public street landscaping

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road (Paws Park), Basin/Liberty Park, Morgan Park, the May Ranch Park on Walnut Street, and the Perris Valley Storm Drain Trail, a 12-foot wide pedestrian/bicycle trail within a 25-foot wide right-of-way, along the east boundary of the Perris Valley Storm Drain, from Ramona Expressway to Placentia Avenue.

The public street landscaping includes the permanent medians, entrances, parkways and easements, bordering and within Tract Map 30780, further identified as follows:

- Rider Street.
- El Nido Avenue.
- Walnut Avenue.
- Lot A, Tract Map 30780.

**Benefit Zone 72:** The landscape improvements include those shown on the plans and specifications for Tract 32249. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road (Paws Park), Basin/Liberty Park, Morgan Park, the May Ranch Park on Walnut Street, and the Perris Valley Storm Drain Trail, a 12-foot wide pedestrian/bicycle trail within a 25-foot wide right-of-way, along the east boundary of the Perris Valley Storm Drain, from Ramona Expressway to Placentia Avenue.

The public street landscaping includes the permanent parkways and easements, bordering and within Tract Map 32249, further identified as follows:

- Rider Street, including entrances into Benefit Zone 72 from Avalon Parkway and Sherman Road.
- Walnut Avenue, including the entrance into Benefit Zone 72 from Sherman Road.
- Sherman Road, including entrances into Caltha and Arousa Ways.

**Benefit Zone 73:** The landscape improvements include those shown on the plans and specifications for Tract 31660. These improvements consist of two categories, a 7.4-acre park at the northeast corner of Evans Road and Citrus Avenue and public street landscaping.

The public street landscaping includes the permanent medians, entrances, parkways and easements, bordering and within Tract 31660, as follows:

- Evans Road, including median.
- Citrus Avenue.
- Entrances into Benefit Zone 73 from Citrus Avenue, El Nido Avenue and Sunset Drive.

**Benefit Zone 74:** The landscape improvements include those shown on the plans and specifications for Tract 32428. The public street landscaping includes the permanent the medians and parkways, as follows:

- Water Avenue, along the north boundary of Benefit Zone 74.
- Murrieta Road, along the east boundary of Benefit Zone 74.
- Orange Avenue, along the south boundary of Benefit Zone 74.
- Entrances on Water Avenue, Murrieta Road and Orange Avenue into Benefit Zone 74.

**Benefit Zone 75:** The landscape and park improvements include those shown on the plans and specifications for Tract 31926. These permanent improvements are located within the medians, public parkways and open space areas within Benefit Zone 75.

These improvements are further identified as follows:

- Ethanac Road, along the south boundary of Benefit Zone 75.
- Goetz Road, along the east boundary of Benefit Zone 75.
- Lots 84, 85 and 86, Tract 31926.
- Lot 136, Tract 31926-1.
- Lot 120, Tract 31926-2.

- Parcel 1, Tentative Map 31925 (Goetz Park).
- Entrances on Goetz and Ethanac Roads into Benefit Zone 75.

**Benefit Zone 76:** The landscape improvements include those shown on the plans and specifications for DPR 04-0314. These permanent improvements are located within the public median and parkway on Nuevo Road, parallel to and along the south boundary of Benefit Zone 76.

**Benefit Zone 78:** The landscape improvements include those shown on the plans and specifications for Tract 31651. These permanent improvements are located within the public parkway on Nuevo Road, along the most northerly boundary of Benefit Zone 78. The proper maintenance of the landscaping along Wilson Avenue is the responsibility of the property owner.

**Benefit Zone 79:** The landscape improvements include those shown on the plans and specifications for Tract 31240. These permanent improvements are located within the public parkways and easements within Benefit Zone 79.

The location of these improvements is further identified as follows:

- Wilson Avenue, along the west boundary of Benefit Zone 79.
- Dale Street, along the south boundary of Benefit Zone 79.
- Murrieta Road, along the east boundary of Benefit Zone 79.
- Murrieta Road, along the west boundary of Lots L and 115, Tract 31240-1, extending approximately 470 feet south of the Metz Channel to Dale Street.
- Storm drain easements identified on Lots 34 and 50, Tract 31240 and Lots 12, 31 and 94, Tract 31240-1.
- Entrances on Wilson Avenue, Dale Street and Murrieta Road into Benefit Zone 79.

**Benefit Zone 80:** The landscape improvements include those shown on the plans and specifications for Parcel Map 33266. These permanent improvements are located within the public medians that are further identified as follows:

- Medians within Ethanac Road extending westerly from Interstate 215 to Green Valley Parkway.
- Medians within Case Road extending northerly from Ethanac Road to approximately the northeast corner of Parcel Map 33266.

**Benefit Zone 81:** The landscape improvements include those shown on the plans and specifications for Parcel Map 34082. These permanent improvements are located



within the public parkways, medians, entrances and easements that are further identified as follows:

- Trumble Road, along the east boundary of Benefit Zone 81  
Right-of-way (width = 5.5 feet)  
Easement parallel and adjacent to the right-of-way (width = 25 feet)  
Entry monument at Illinois Avenue
- Illinois Avenue, within Benefit Zone 81  
Right-of-way (width = 5.5 feet)  
Easement parallel and adjacent to the right-of-way (width varies 10 to 30 feet)  
Median  
Parcels C and D, Parcel Map 34082

**Benefit Zone 82:** The landscape improvements include those shown on the plans and specifications for Parcel Map 33759. These permanent improvements are located within the Webster Avenue median that is parallel to and along the east boundary of Benefit Zone 82.

**Benefit Zone 83:** The landscape improvements include those shown on the plans and specifications for Tract 34073. These permanent improvements are located within the public parkways and open space areas within Benefit Zone 83. The improvements are further identified as Lot A, Tract 34073, and the Osage Road parkway along the south boundary of Benefit Zone 83.

**Benefit Zone 84:** The landscape improvements include those shown on the plans and specifications for DPR 04-0464. These permanent improvements are located within the Perris Boulevard median that is parallel to and along the west boundary of Benefit Zone 84.

**Benefit Zone 85:** The landscape improvements include those shown on the plans and specifications for DPR 06-0450. These permanent improvements are located within the public parkways and medians parallel to the north (Harley Knox Boulevard) and east (Indian Avenue) boundary lines of DPR 06-0450.

With the annexation of Benefit Zone 85, the Indian Avenue parkways and medians were extended further south to Nance Street. Both benefit zones have equal frontage on Indian Avenue. Accordingly, Benefit Zones 85 and 89 share equally in the cost of maintaining the Indian Avenue parkway and median.

**Benefit Zone 86:** The landscape improvements include those shown on the plans and specifications for CUP 06-0158. These permanent improvements are located within the medians parallel to the north (Ellis Avenue) boundary line of CUP 06-0158.

**Benefit Zone 87:** The landscape improvements include those shown on the plans and specifications for Parcel Map 35676. These permanent improvements are located within the medians parallel to the east (Perris Boulevard) and west (Indian Avenue) boundary lines of Parcel Map 35676.

**Benefit Zone 88:** The landscape improvements include those shown on the plans and specifications for Tract 33549. These permanent improvements are located within the public right-of-way adjacent to Tract 33549, as follows:

- Perris Boulevard median leading into Benefit Zone 88 and parallel to the west boundary line of Benefit Zone 88.
- Perris Boulevard parkway adjacent to the west boundary line of Benefit Zone 88.
- Ramona Drive parkway adjacent to the east boundary line of Benefit Zone 88.
- Parkway adjacent to the AT & SF Railroad and along the southwesterly boundary line of Benefit Zone 88.

It is noted that maintenance of the private landscaping and improvements located within Tract 33549 will be the responsibility of the Homeowners Association and not Landscape Maintenance District No. 1.

**Benefit Zone 89:** The landscape improvements include those shown on the plans and specifications for DPR 06-0450 (Benefit Zone 85) and CUP 09-01-008 (Benefit Zone 89). These permanent improvements are located within the public parkways and medians within Indian Avenue and Nance Street.

The public parkways and median within Indian Avenue extend between Harley Knox Boulevard and Nance Street. The public parkways in Nance Street are parallel to the south boundary line of CUP 09-01-008 and extend from Indian Avenue to approximately 145 feet west of the southwest corner of CUP 09-01-008.

Benefit Zone 85 was assessed for the maintenance of the same Indian Avenue parkway and median assessed herein to Benefit Zone 89. Basically, both benefit zones have equal frontage on Indian Avenue. Accordingly, Benefit Zones 85 and 89 share equally in the cost of maintaining the Indian Avenue parkway and median.

**Benefit Zone 90:** The landscape improvements include those shown on the plans and specifications for DPR 05-0192. These permanent improvements are located within the medians and public parkways parallel to the east (Perris Boulevard); and public parkways parallel to the north (Markham Street) and south (Perry Street) boundary lines of DPR 05-0192.

**Benefit Zone 91:** The landscape improvements include those shown on the plans and specifications for the Perris Valley Aquatic Center. These permanent improvements are located in the public medians in Trumble Road parallel to and along the west boundary of the Perris Valley Aquatic Center; and public parkways parallel to the west (Trumble Road) and north (Vista Road) boundary lines of the Perris Valley Aquatic Center.

**Benefit Zone 92:** The landscape improvements include those shown on the plans and specifications for DPR 07-0045. These permanent improvements are located within the public parkways within San Jacinto Avenue, 1<sup>st</sup> Street, and D Street.

These permanent improvements are located within the public parkways parallel to the north (San Jacinto Avenue), south (1<sup>st</sup> Street) and east (D Street) boundary lines of DPR 07-0045.

**Benefit Zone 93:** The landscape improvements include those shown on the plans and specifications for CUP 12-06-0012. These permanent improvements are located within the public parkways bordering "A" Street along the west boundary line of CUP 12-06-0012.

**Benefit Zone 94:** The landscape improvements include those shown on the plans and specifications for Parcel Map 33587. These permanent improvements are located in the public medians and parkways bordering Parcel Map 33587. The medians are parallel to the east (Perris Boulevard) and west (Indian Avenue) boundary lines of Parcel Map 33587; and the public parkways are parallel to the east (Perris Boulevard), west (Indian Avenue) and south (Markham Street) boundary lines of Parcel Map 33587. A portion of Benefit Zone 94 (Parcel 2, Parcel Map 33587) was reannexed under Benefit Zone 141.

**Benefit Zone 95:** The landscape improvements include those shown on the plans and specifications for DPR 12-07-0011. These permanent improvements are located in the public median and parkways within 4<sup>th</sup> Street parallel to the north boundary line of DPR 12-07-0011.

**Benefit Zone 96:** The landscape improvements include those shown on the plans and specifications for Parcel Map 36010. These permanent improvements are located in the public medians and parkways bordering Parcel Map 36010. The medians are located in Ramona Expressway and Indian Avenue and the parkways are along Ramona Expressway, Brennan Avenue, Markham Street and Indian Avenue.

**Benefit Zone 97:** The landscape improvements include those shown on the plans and specifications for Parcel Map 34131. These permanent improvements are located in the public medians in Perris Boulevard parallel to and along the east boundary of Parcel Map 34131; and public parkways parallel to the east (Perris Boulevard) and west (Barrett Avenue) boundary lines of Parcel Map 34131.

**Benefit Zone 98:** The landscape improvements include those shown on the plans and specifications for CUP 12-04-0015. These permanent improvements are located in the public median in Redlands Avenue parallel to and along the west boundary of CUP 12-04-0015; and public parkways parallel to the west (Redlands Avenue) and south (San Jacinto Avenue) boundary lines of CUP 12-04-0015.

These permanent improvements are located in the public median in Redlands Avenue and parkways within Redlands Avenue and San Jacinto Avenue parallel to the boundary line of CUP 12-04-0015.

**Benefit Zone 99:** The landscape improvements include those shown on the plans and specifications for Parcel Map 36576 (Benefit Zone 99) and Tract 31241 (Benefit Zone 52). These permanent improvements are located within the public parkways and median bordering Parcel Map 36576.

The public parkways are parallel to the north (Walnut Street) and east (Perris Boulevard) boundary lines of Parcel Map 36576. The median is within Perris Boulevard along the east boundary line of Parcel Map 36576.

Benefit Zone 52 was assessed for the maintenance of the same Perris Boulevard median assessed herein to Benefit Zone 99. Both benefit zones have equal frontage along the median on Perris Boulevard. Accordingly, Benefit Zones 52 and 99 share equally in the cost of maintaining this median.

Benefit Zone 100: The landscape improvements include those shown on the plans and specifications for DPR 12-03-0006. These permanent improvements are located within the public parkways and easements along the west ("F" Street) and south (4<sup>th</sup> Street) boundary lines of DPR 12-06-0006.

Benefit Zone 101: The landscape improvements include two categories of improvements. The first category is identified as a contribution towards Mercado Park, located directly east across D Street from Benefit Zone 101. The second category of improvements to be maintained includes the parkways within the right-of-way bordering D Street along the boundary line of Benefit Zone 101.

Benefit Zone 102: The landscape improvements include two categories of improvements. The first category is identified as a contribution towards Mercado Park, located directly east across D Street from Benefit Zone 102. The second category of improvements to be maintained includes the parkways within the right-of-way bordering D and 10<sup>th</sup> Streets along the boundary line of Benefit Zone 102.

Benefit Zone 103: The landscape improvements include those shown on the plans and specifications for the Southeast High School (Orange Vista). The permanent improvements are located within the parkways and easements bordering the school along Orange Avenue, Evans Road and Lemon Avenue; and, the Evans Road medians between Orange and Lemon Avenues. These medians are maintained under Benefit Zone 104 and the cost of maintenance is to be shared equally between Benefit Zone 103 and 104. In no case, shall Benefit Zone 103 be assessed after the 2021/22 Fiscal Year.

Benefit Zone 104: The landscape improvements include those shown on the plans and specifications for Tract 30850. These permanent improvements are located within the public parkways and easements further described as follows:

- Parkway frontages within Evans Road and Orange Avenue right-of-way.
- Medians within Evans Road and at the entrances to Cortina Gate, Citrus Avenue, and Lemon Avenue.
- Lot O, Tract 30850; Lots L, O, P and Q, Tract 30850-1; Lots H, J, K and L, Tract 30850-2; Lots L and M, Tract 30850-3; and, Lots M and N, Tract 30850-4.
- Slope easements within Lots 57 to 61 and 81 to 88, Tract 30850-2; Lots 5 to 10, Tract 30850-3; and, Lots 51 to 53, Tract 30850-4, and

- A 15-foot wide pedestrian path (11 feet paved with 2-foot shoulders) along the east boundary of Lot L, Tract 30850; Lot M, Tract 30850-1; Lot I, Tract 30850-2; Lot J, Tract 30850-3; and, Lot L, Tract 30850-4. A slurry seal, or asphaltic coating will be applied over pavement areas on an average interval of ten years.

It is noted that improvements located as follows are not to be maintained by Benefit Zone 104:

Lots L and N, Tract 30850; Lot M, Tract 30850-1; Lot I, Tract 30850-2; Lot J, Tract 30850-3; and, Lot L, Tract 30850-4 are to be maintained by the Riverside County Flood Control and Water Conservation District.

Lots M and P, Tract 30850; Lot N, Tract 30850-1; Lot K, Tract 30850-3; and, Lot K, Tract 30850-4 are to be maintained by the City of Perris Flood Control Maintenance District No. 1.

Lots designated for tot lots, swimming pools and other recreational use are to be maintained by the Homeowners Association and are not the responsibility of the City of Perris. It has been proposed that these facilities be located on Lots 38 and 63, Tract 30850-1; Lots 57, 58 and 59, Tract 30850-3; and, Lots 82, 83 and 84, Tract 30850-4.

**Benefit Zone 105:** The landscape improvements include those shown on the plans and specifications for DPR 12-05-0013. These permanent improvements are located within the public parkways and easements bordering Jarvis Street and Ruby Drive extending north to the Metz Storm Drain Channel, including the pedestrian bridge crossing the Channel.

**Benefit Zone 106:** The landscape improvements include those shown on the plans and specifications for CUP 13-02-0014. These permanent improvements are located within the median, parkways and easements along the periphery of CUP 13-02-0014. The median is located within 4<sup>th</sup> Street and the parkways and easements are located along 4<sup>th</sup> Street and Wilkerson Avenue within the exterior boundaries of CUP 13-02-0014.

**Benefit Zone 107:** The landscape improvements include those shown on the plans and specifications for Parcel 1, Parcel Map 36462. These permanent improvements are located within the Perris Boulevard, Rider Street and Indian Avenue medians along the boundary of Parcel 1, Parcel Map 36462. Additional improvements are located within the parkways located along Perris Boulevard, Rider Street and Indian Avenue along the exterior boundary of Parcel 1, Parcel Map 36462.

Benefit Zone 107 and Benefit Zone 108 share equally in the cost for the maintenance of the Indian Avenue parkway along the Metropolitan Water District easement that divides the benefit zones.

**Benefit Zone 108:** The landscape improvements include those shown on the plans and specifications for Parcel 2, Parcel Map 36462. These permanent improvements are located within the Indian Avenue medians along the boundary of Parcel 2, Parcel Map 36462. Additional improvements are located within the parkways along Indian Avenue and Morgan Street, including the public utility easement located at the corner of Indian Avenue and Morgan Street and extending easterly along Morgan Street located along the exterior boundary of Parcel 2, Parcel Map 36462.

Benefit Zone 107 and Benefit Zone 108 share equally in the cost for the maintenance of the Indian Avenue parkway along the Metropolitan Water District easement that divides the benefit zones.

Benefit Zone 109: The landscape improvements include those shown on the plans and specifications for CUP 13-07-0010. These permanent improvements located within the public parkways along Watson Road bordering CUP 13-07-0010.

Benefit Zone 110: Superseded by Benefit Zone 125.

Benefit Zone 111: The landscape improvements include those shown on the plans and specifications for Benefit Zone 111. These permanent improvements are located within the public medians in 4<sup>th</sup> Street and the parkways and easements along 3<sup>rd</sup> and 4<sup>th</sup> Streets bordering Benefit Zone 111.

Benefit Zone 112: The landscape improvements include those shown on the plans and specifications for Benefit Zone 112. These permanent improvements are located within the public medians in 4<sup>th</sup> Street and the parkways and easements along 3<sup>rd</sup> Street, Park Avenue and 4<sup>th</sup> Streets bordering Benefit Zone 112.

Benefit Zone 113: The landscape improvements include those shown on the plans and specifications for Parcel Map 36540. These permanent improvements are located within the public medians in Redlands Avenue and the parkways are located along Nance Street, Redlands Avenue and Markham Street bordering Parcel Map 36540.

Benefit Zone 114: The landscape improvements include those shown on the plans and specifications for the Clearwater Elementary School. These permanent improvements are located within the public medians in Nuevo Road and the parkways and easements along Nuevo and Murrieta Roads bordering Clearwater Elementary School.

Benefit Zone 115: The landscape improvements include those shown on the plans and specifications for DPR 14-00099. These permanent improvements are located within the public medians in Perris Boulevard and the parkways along Perris Boulevard bordering DPR 14-00099.

Benefit Zone 116: The landscape improvements include those shown on the plans and specifications for DPR 07-09-0018. These permanent improvements are located within the public medians in Harley Knox Boulevard and the parkways along Nance Street and Harley Knox Boulevard bordering DPR 07-09-0018.

Benefit Zone 117: The landscape improvements include those shown on the plans and specifications for CUP 14-09-0001. These permanent improvements are located in public rights-of-way and easements as follows:

- Nuevo Road medians parallel to northeast boundary of Benefit Zone 117.
- Future improvements to the slope north of the 8-foot wide concrete channel along the northeast boundary of Benefit Zone 117.

- Future improvements to the southeast corner of Nuevo Road and Old Nuevo Road and entrance to CUP 14-09-0001.

Landscaping plans and specifications for the slope and entrance to be maintained under Benefit Zone 117 are not required at this time and will be prepared in the future.

Benefit Zone 118: The landscape improvements include those shown on the plans and specifications for CUP 15-05056. These permanent improvements are located within the 4<sup>th</sup> Street parkways bordering CUP 15-05056.

Benefit Zone 119: The landscape improvements include those shown on the future plans and specifications for Lot 1, Parcel Map 37043. These permanent improvements are located within the Perris Boulevard medians and parkways bordering Lot 1, Parcel Map 37043.

Landscaping plans and specifications for the parkway improvements to be maintained under Benefit Zone 119 are not required at this time and will be prepared in the future.

Benefit Zone 120: The landscape improvements include those shown on the plans and specifications for Lot 2, Parcel Map 37043. These permanent improvements are located within the Ramona Expressway medians and parkways bordering Lot 2, Parcel Map 37043.

Benefit Zone 121: The landscape improvements include those shown on the plans and specifications for DPR 05-0477. These permanent improvements are located within the medians and parkways bordering DPR 05-0477. The medians are located in Redlands Avenue and Markham Street and the parkways are located along Perry Street, Redlands Avenue and Markham Street.

Benefit Zone 122: The landscape improvements include those shown on the plans and specifications for Parcel Map 36726. These permanent improvements are located within the Nance Street and Markham Street parkways bordering Parcel Map 36726.

Benefit Zone 123: The landscape improvements include those shown on the plans and specifications for DPR 06-0140. These permanent improvements are located on the Western Way parkways located parallel to Benefit Zone 123.

Benefit Zone 124: The landscape improvements include those shown on the plans and specifications for Parcel Map 36266. These permanent improvements are located within the San Jacinto Avenue parkways and medians parallel to Benefit Zone 124.

Benefit Zone 125: The landscape improvements include those shown on the plans and specifications for Parcel Map 36469. These permanent improvements are located within the public medians and parkways along Redlands Avenue bordering Parcel Map 36469. Additional improvements to be maintained under Benefit Zone 125 includes approximately 3,275 lineal feet of concrete swale infiltration trench, landscaping and inlets within the 10-foot wide easement located adjacent to the Riverside County Flood Control and Conservation District easement along and parallel to the east boundary of Benefit Zone 125. Maintenance also includes the Perris Valley Storm Drain Trail improvements within the easement.

It is noted that the maintenance of all facilities located within the inside property-line is the responsibility of the property owner. It is also noted that maintenance of the Redlands Avenue median between Perry Street and the Ramona Expressway are not be maintained by or assessed to Benefit Zone 125.

**Benefit Zone 126:** The landscape improvements include those shown on the plans and specifications for Parcel 1, Parcel Map 36512 and Parcel 1, Parcel Map 36582. These permanent improvements are within the Webster Avenue parkways and the future landscaped Ramona Expressway medians located parallel to Benefit Zone 126.

**Benefit Zone 127:** The landscape improvements include those shown on the plans and specifications for Tracts 36988, 36989 and 37262. There are two categories of permanent improvements to be maintained.

The first category of improvements to be maintained consists of the landscaping, irrigation, hardscape and appurtenances located in the parks, trails and swales identified in the Green Valley Specific Plan (GVSP). The parks are identified on Figure 16, Conceptual Landscape Plans; the trails are identified on Figure 14, Pedestrian Circulation System; and the swales are identified on Figure 7, Drainage Plan, all within the GVSP.

It is noted that:

1. The location of these improvements is subject to change.
2. Lots designated for tot lots, swimming pools and other recreational use are to be maintained by the Homeowners Association and are not the responsibility of Benefit Zone 127 or the City of Perris.

The second category of improvements to be maintained consists of the landscaping, irrigation, hardscape and appurtenances located within the parkways and medians adjacent to the tracts. Medians are to be fully improved. Parkway adjacent to and entering Tracts 36988, 36989 and 37262 are to be fully improved.

The following lists information on the location and extent of the improvements. Noted are interim parkway improvements to be fully improved in the future by others.

**Ethanac Road**, from Goetz Road to Murrieta Road

- Medians, fully improved
- North Parkway  
Partially improved from Goetz Road to the southwest corner of Tract 36989 with 3-inch thick mulch within future 9-foot wide trail  
Fully improved from the southwest corner of Tract 36989 to Murrieta Road

**Goetz Road**, from Ethanac Road to the northwest corner of Tract 37262

- Medians, fully improved
- East Parkway  
Partially improved from Ethanac Road to West Elm Parkway with 3-inch thick mulch within future 6-foot wide jogging trail and within future 7-foot wide fully improved landscaped easement



Fully improved from West Elm Parkway to the northwest corner of Tract 37262

**Green Valley Parkway**, from northeast corner of Tract 37262 to Murrieta Road

- Medians, fully improved
- North and East Parkways  
Partially improved with 3-inch thick mulch within future 8-foot wide fully improved landscaped easement
- South and West Parkways, fully improved

**Murrieta Road**, from Green Valley Parkway to Ethanac Road

- Medians, fully improved
- West Parkway, fully improved
- East Parkway  
Partially improved with 3-inch thick mulch within future 9-foot wide fully landscaped easement

**West Elm Parkway**, from Goetz Road to Green Valley Parkway

- Medians, fully improved
- North and South Parkways, fully improved

**Benefit Zone 128:** The landscape improvements include those shown on the plans and specifications for CUP 16-05237. These permanent improvements are within the Ramona Expressway median located parallel to Benefit Zone 128.

**Benefit Zone 129:** The landscape improvements include those shown on the plans and specifications for CUP 02-0061. These permanent improvements are located within the Perris Boulevard and Walnut Avenue parkways and easements located parallel to Benefit Zone 129.

**Benefit Zone 130:** The landscape improvements include those shown on the plans and specifications for Parcel Map 37055. These permanent improvements are within the following:

- Harley Knox Boulevard medians along Benefit Zones 130, between Interstate 215 and the Oleander Connector.
- Entry monuments and parkway located at the northeast and southeast corners of Harley Knox Boulevard and Western Way.
- Harley Knox Boulevard parkways adjacent to Benefit Zone 130, between Interstate 215 to the northeast corner of Assessor Parcel Number 294-210-014.
- Oleander Avenue parkways adjacent to Benefit Zone 130 and between the Oleander Connector and the southwest corner of Benefit Zone 130, and
- Slope area between the north boundary of Benefit Zone 130 and Harley Knox Boulevard.

**Benefit Zone 131:** The landscape improvements include those shown on the plans and specifications for Parcel Map 36678. These permanent improvements are within Patterson Avenue, Markham Street, Webster Avenue, and Washington Street parkways along the frontage of Benefit Zone 131.

**Benefit Zone 132:** The landscape improvements include those shown on the plans and specifications for CUP 16-05189. These permanent improvements are within the following:

- North-half of San Jacinto Avenue medians adjacent to Benefit Zone 132, between La Bonita Avenue and the southeast corner of Assessor Parcel Number 311-210-012.
- San Jacinto Avenue parkways adjacent to Benefit Zone 132, between La Bonita Avenue and the southeast corner of Assessor Parcel Number 311-210-012.

**Benefit Zone 133:** The landscape improvements include those shown on the plans and specifications for DPR 06-0059. These permanent improvements are within the following:

- Harley Knox Boulevard medians, parkways and infiltration basins parallel to the north boundary of Benefit Zone 133.
- Nance Street parkways and infiltration basins parallel to the south boundary of Benefit Zone 133.
- Detention basin located in the southwest corner of Benefit Zone 133 and adjacent to the above-noted Nance Street parkways and infiltration basins.

**Benefit Zone 134:** The landscape improvements include those shown on the plans and specifications for Parcel Map 37187. These permanent improvements are within the following:

- East-half of Indian Avenue medians between Markham Street and Perry Street.
- Markham Street, Indian Avenue and Perry Street parkways adjacent to Benefit Zone 134.

**Benefit Zone 135:** The landscape improvements include those shown on the plans and specifications for DPR 16-00015. These permanent improvements are located within the Indian Avenue medians and parkways and the Markham Street parkways along the frontage of Benefit Zone 135.

**Benefit Zone 136:** The landscape improvements include those shown on the plans and specifications for CUP 16-05168. In general, there are four categories of permanent improvements to be maintained.

- Category 1 improvements consist of the Ethanac and Trumble Road parkways located within the public-right-of-way and along the frontage of Benefit Zone 136.

- Category 2 improvements consist of the future Encanto Drive parkways and Ethanac and Trumble Road landscaped medians located within the public-right-of-way and along the frontage of Benefit Zone 136.
- Category 3 improvements consist of Basin N and the WQMP Bio-Swale, both located within the Ethanac Road and Trumble Road public right-of-way and behind the property line. Annual maintenance of the Category 3 improvements is the responsibility of the property owner. Due to the nature and location of these facilities, if not maintained to standard, an assessment for maintenance is provided for under Benefit Zone 136.
- Category 4 improvements consist of additional landscaping behind the property line adjacent to the Category 1, 2 and 3 improvements. Annual maintenance of the Category 4 improvements is the responsibility of the property owner. Due to the nature and location of these facilities, if not maintained to standard, an assessment for maintenance is provided for under Benefit Zone 136.

Benefit Zone 137: The landscape improvements include those shown on the plans and specifications for Parcel Map 35268. These permanent improvements are located within the Redlands Avenue medians and parkways along the frontage of Benefit Zone 137.

Benefit Zone 138: The landscape improvements include those shown on the plans and specifications for DPR 06-0635. These permanent improvements are located within the Rider Avenue medians and parkways along the frontage of Benefit Zone 138.

Benefit Zone 139: The landscape improvements include those shown on the plans and specifications for Parcel Map 35762. These permanent improvements are located within the Case Road medians and parkways along the frontage of Benefit Zone 139.

Benefit Zone 140: The landscape improvements include those on the plans and specifications for CUP 98-0005. The improvements include the landscaping, irrigation, and appurtenances within Morgan Street and Redlands Avenue parkways along the frontage of Benefit Zone 140.

Benefit Zone 141: The landscape improvements include those on the plans and specifications for PM 33587. There are two categories of permanent improvements to be maintained.

- The first category of improvements to be maintained are located within the Indian Avenue and Perris Boulevard medians previously assessed to Benefit Zone 141 under Benefit Zone 94.
- The second category of improvements to be maintained are located within the Markham Street parkways along the frontage of Benefit Zone 141.

Benefit Zone 142: The landscape improvements include those on the plans and specifications for DPR 16-00013. There are two categories of improvements to be maintained for DPR 16-00013.

- The first category of improvements includes the landscaping, irrigation, and appurtenances within the Perry Street and Redlands Avenue parkways along the frontage of Benefit Zone 142.
- The second category of improvements includes the landscaping, irrigation, and appurtenances within the Redlands Avenue medians along the frontage of Benefit Zone 142.

**Benefit Zone 143:** The landscape improvements include those on the plans and specifications for the Northwest Corner of Perris Boulevard and Ramona Expressway. There are two categories of improvements to be maintained for this zone.

- The first category of improvements includes the landscaping, irrigation, and appurtenances within parkways along the frontage of the northwest corner of Perris Boulevard and Ramona Expressway.
- The Second category of improvements includes the landscaping, irrigation, and appurtenances installed within Perris Boulevard and Ramona Expressway medians that provide ingress and egress along the frontage of Benefit Zone 143.

These improvements were previously designated to be maintained under Benefit Zone 33. Benefit Zone 143 supersedes and replaces Benefit Zone 33.

**Benefit Zone 144:** The landscape improvements include those on the plans and specifications for PR 17-05194. There are two categories of improvements to be maintained for PR 17-05194.

- The first category of improvements includes the landscaping, irrigation, and appurtenances within Harley Knox Boulevard parkways along the frontage of Benefit Zone 144.
- The second category includes the landscaping, irrigation, and appurtenances to be installed within the Harley Knox Boulevard medians to be constructed along the frontage of Benefit Zone 144.

**Benefit Zone 145:** The landscape improvements include those on the plans and specifications for PM 37304. The improvements to be maintained include the landscaping, irrigation, and appurtenances along the frontage of Benefit Zone 145 which are as follows:

- Medians and parkways within Perris Boulevard, and
- Parkways within Markham Street and Perry Street.

**Benefit Zone 146:** The landscape improvements include those on the plans and specifications for PM 37343. The landscape improvements to be maintained include the landscaping, irrigation, and appurtenances which include the parkways within Markham Street and Patterson Street along the frontage of Benefit Zone 146.

**Benefit Zone 148:** The landscape improvements include those on the plans and specifications for TR 32497. The improvements to be maintained include the landscaping, irrigation, and appurtenances which include the parkways within the public right-of-way of

Orange Avenue and Medical Center Drive along the frontage of Benefit Zone 148 and the detention basin shown as lot 131 of Tract Map 32497.

Landscape, irrigation, hardscape, and appurtenances with the common areas of TR 32497 boundaries not in the City right-of-way are the responsibility of the Homeowners Association and are not the responsibility of the City of Perris.

Benefit Zone 149: The landscape improvements include those on the plans and specifications for PM 36770. There are two categories of improvements to be maintained.

- The first category of improvements to be maintained includes the landscaping, irrigation, and appurtenances within the Harley Knox Boulevard, Redlands Avenue, and Nance Street parkways along the frontage of Benefit Zone 149.
- The Second category of improvements to be maintained included the landscaping, irrigation, and appurtenances within the Harley Knox Boulevard and Redlands Avenue medians along the frontage of Benefit Zone 149.

Benefit Zone 150: The landscape improvements include those on the plans and specifications for PM 37278. The improvements to be maintained include the landscaping, irrigation, and appurtenances along the frontage of Benefit Zone 150 as follows:

- Medians and parkways within Perris Boulevard, and
- Medians and parkways within Harley Knox Boulevard

Benefit Zone 151: The landscape improvements include those on the plans and specifications for DPR 19-00003. The landscaping, irrigation, and appurtenances to be maintained are the parkways within Western Way and Nandina Avenue along the frontage of DPR 19-00003.

Benefit Zone 152: The landscape improvements include those on the plans and specifications for DPR 18-00006. The landscaping, irrigation, and appurtenances to be maintained are the parkways within Patterson Avenue and California Avenue along the frontage of DPR 18-00006.

Benefit Zone 153: The landscape improvements include those on the plans and specifications for PM 37457. There are two categories of improvements to be maintained.

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

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

**Park Areas (PK):**

Several of the Benefit Zones listed above contribute towards the parks and trails within the Landscape Maintenance District. The following table shows the parks and trails within the City that receive funding from multiple Benefit Zones.

PK	Park	Benefit Zone
4	Frank Eaton Park	35, 38, 42, 50, 57, 60, 63, 64, 71, 72
12/19	Linear Park	35, 42, 50, 57, 60, 63, 64, 71, 72
13	Paws Park	35, 42, 50, 57, 60, 63, 64, 71, 72
14	Liberty Park	35, 42, 50, 57, 60, 63, 64, 71, 72
16	Morgan Park	35, 42, 50, 57, 60, 63, 64, 71, 72
18	May Ranch Park	24, 35, 42, 50, 57, 60, 63, 64, 71, 72
20	Mercado Park	101, 102
21	Perris Valley Trail	60, 63, 64, 71, 72, 104, 125

**IT IS NOTED THAT ALL WALL MAINTENANCE FOR ANY BENEFIT ZONE IS LIMITED TO GRAFFITI REMOVAL.**

### III. ESTIMATED COSTS OF IMPROVEMENTS

#### FISCAL YEAR 2021/22 COST ESTIMATE LANDSCAPE MAINTENANCE DISTRICT NO. 1 CITY OF PERRIS

Landscape Benefit Zone	Projected FY 2020/21 Balance	FY 2021/22 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2021/22 Costs	Tax Roll Reserve	Pending Projects/Replacement/ Special Reserve	Projected FY 2021/22 Surplus/(Deficit)
001A	\$62,155.36	\$13,051.36	\$75,206.72	\$6,911.00	\$1,700.03	\$8,611.03	\$4,305.52	\$62,290.17	\$0.00
001B	31,470.72	13,484.96	44,955.68	4,481.00	1,102.28	5,583.28	2,791.64	36,580.76	0.00
2	27,757.49	8,368.48	36,125.97	5,708.00	1,404.10	7,112.10	3,556.05	25,457.82	0.00
3	3,309.06	2,000.16	5,309.22	1,064.00	261.73	1,325.73	662.87	3,320.62	0.00
4	-13,177.78	0.00	-13,177.78	7,161.00	1,761.53	8,922.53	4,461.27	0.00	-26,561.58
5	240,157.81	68,789.28	308,947.09	22,573.00	5,552.71	28,125.71	14,062.86	266,758.52	0.00
8	45,197.49	7,818.58	53,016.07	1,931.00	475.00	2,406.00	1,203.00	49,407.07	0.00
9	-32,914.64	19,047.82	-13,866.82	33,105.00	8,143.46	41,248.46	20,624.23	0.00	-75,739.51
11	50,532.59	15,590.88	66,123.47	9,517.00	2,341.08	11,858.08	5,929.04	48,336.35	0.00
12	47,638.22	13,462.62	61,100.84	4,319.00	1,062.43	5,381.43	2,690.72	53,028.69	0.00
13	14,923.67	7,042.20	21,965.87	2,497.00	614.23	3,111.23	1,555.62	17,299.02	0.00
14	2,439.03	9,705.60	12,144.63	8,120.00	1,997.43	10,117.43	5,058.72	0.00	-3,031.52
15	2,076.68	14,456.96	16,533.64	10,853.00	2,669.72	13,522.72	6,761.36	0.00	-3,750.44
16	33,391.63	6,478.00	39,869.63	4,388.00	1,079.40	5,467.40	2,733.70	31,668.53	0.00
17	-2,227.26	2,350.14	122.88	1,599.00	393.34	1,992.34	996.17	0.00	-2,865.63
18	48,065.00	3,617.60	51,682.60	1,687.00	414.98	2,101.98	1,050.99	48,529.63	0.00
19	31,500.10	6,996.24	38,496.34	4,987.00	1,226.75	6,213.75	3,106.88	29,175.71	0.00
20	41,627.28	5,899.12	47,526.40	1,694.00	416.71	2,110.71	1,055.36	44,360.33	0.00
21	41,355.83	17,609.58	58,965.41	8,465.00	2,082.30	10,547.30	5,273.65	43,144.46	0.00
22	6,343.46	7,672.00	14,015.46	9,633.00	2,369.61	12,002.61	6,001.31	0.00	-3,988.46





Landscape Benefit Zone	Projected FY 2020/21 Balance	FY 2021/22 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2021/22 Costs	Tax Roll Reserve	Pending Projects/Replacement/Special Reserve	Projected FY 2021/22 Surplus/(Deficit)
23	19,791.40	12,446.08	32,237.48	11,958.00	2,941.54	14,899.54	7,449.77	9,888.17	0.00
24	191,525.17	87,432.40	278,957.57	52,370.00	12,882.44	65,252.44	32,626.22	181,078.91	0.00
27	51,447.56	21,711.56	73,159.12	3,186.00	783.72	3,969.72	1,984.86	67,204.54	0.00
28	-4,821.38	0.00	0.00	4,682.00	1,151.72	5,833.72	2,916.86	0.00	-8,750.58
35	74,123.44	24,681.73	98,805.17	23,863.00	5,870.03	29,733.03	14,866.52	54,205.62	0.00
36	20,720.98	38,777.90	59,498.88	35,150.00	8,646.51	43,796.51	21,898.26	0.00	-6,195.89
37	9,218.64	8,171.17	17,389.81	6,249.00	1,537.18	7,786.18	3,893.09	5,710.54	0.00
39	35,558.81	11,458.08	47,016.89	3,631.00	893.19	4,524.19	2,262.10	40,230.60	0.00
40	18,699.35	7,627.95	26,327.30	4,581.00	1,126.88	5,707.88	2,853.94	17,765.48	0.00
42	204,065.12	36,724.04	240,789.16	13,515.00	3,324.54	16,839.54	8,419.77	215,529.85	0.00
49	62,686.69	10,558.90	73,245.59	4,781.00	1,176.07	5,957.07	2,978.54	64,309.98	0.00
50	-26,067.61	40,139.60	14,071.99	27,073.00	6,659.66	33,732.66	16,866.33	0.00	-36,527.00
51	41,714.06	9,191.72	50,905.78	3,445.00	847.43	4,292.43	2,146.22	44,467.13	0.00
52	292,229.60	52,840.00	345,069.60	59,622.00	14,666.35	74,288.35	37,144.18	233,637.07	0.00
53	366,219.73	303,454.11	669,673.84	233,543.00	57,448.99	290,991.99	145,496.00	233,185.85	0.00
54	55,256.08	15,150.38	70,406.46	16,103.00	3,961.16	20,064.16	10,032.08	40,310.22	0.00
56	38,573.77	11,705.90	50,279.67	6,446.00	1,585.64	8,031.64	4,015.82	38,232.21	0.00
57	-12,439.89	30,263.51	17,823.62	25,721.00	6,327.08	32,048.08	16,024.04	0.00	-30,248.50
59	327,496.18	38,540.88	366,037.06	22,302.00	5,486.04	27,788.04	13,894.02	324,355.00	0.00
60	140,661.32	47,002.80	187,664.12	35,305.00	8,684.64	43,989.64	21,994.82	121,679.66	0.00





Landscape Benefit Zone	Projected FY 2020/21 Balance	FY 2021/22 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2021/22 Costs	Tax Roll Reserve	Pending Projects/Replacement/Special Reserve	Projected FY 2021/22 Surplus/(Deficit)
63	-23,529.41	38,446.02	14,916.61	36,926.00	9,083.39	46,009.39	23,004.70	0.00	-54,097.48
65	3,093.33	2,985.68	6,079.01	1,766.00	434.42	2,200.42	1,100.21	2,778.38	0.00
66	19,793.18	8,470.14	28,263.32	6,462.00	1,589.58	8,051.58	4,025.79	16,185.95	0.00
67	27,473.33	10,858.95	38,332.29	5,365.00	1,319.73	6,684.73	3,342.37	28,305.19	0.00
69	0.00	1,638.68	1,638.68	3,253.00	800.20	4,053.20	2,026.60	0.00	-4,441.12
70	30,520.20	44,239.25	74,759.45	37,721.00	9,278.95	46,999.95	23,499.98	4,259.52	0.00
71	-59,788.33	26,574.46	-33,213.87	20,196.00	4,967.99	25,163.99	12,582.00	0.00	-70,959.86
72	22,846.66	36,451.35	59,298.01	28,515.00	7,014.37	35,529.37	17,764.69	6,003.95	0.00
73	65,127.45	11,667.10	76,794.55	7,857.00	1,932.73	9,789.73	4,894.87	62,109.95	0.00
74	17,468.57	13,346.25	30,814.82	9,198.00	2,262.61	11,460.61	5,730.31	13,623.90	0.00
75	183,568.36	99,310.08	282,878.44	113,050.00	27,809.05	140,859.05	70,429.53	71,589.86	0.00
76	8,006.73	3,372.06	11,378.79	2,392.00	588.41	2,980.41	1,490.21	6,908.17	0.00
80	32,806.07	13,318.49	46,124.56	11,575.00	2,847.32	14,422.32	7,211.16	24,491.08	0.00
81	-32,805.66	11,303.03	-21,502.63	6,201.00	1,525.38	7,726.38	3,863.19	0.00	-33,092.20
84	3,897.83	9,876.68	13,774.51	3,302.00	812.26	4,114.26	2,057.13	7,603.12	0.00
85	41,106.20	5,799.44	46,905.64	4,051.00	996.50	5,047.50	2,523.75	39,334.39	0.00
86	272,243.40	7,555.50	279,798.90	16,875.00	4,151.06	21,026.06	10,513.03	248,259.81	0.00
87	97,219.34	14,971.25	112,190.59	5,171.00	1,272.01	6,443.01	3,221.51	102,526.07	0.00
89	2,426.61	1,240.41	3,667.02	2,050.00	504.28	2,554.28	1,277.14	0.00	-164.40
90	83,566.42	17,409.60	100,976.02	7,147.00	1,758.08	8,905.08	4,452.54	87,618.40	0.00



Landscape Benefit Zone	Projected FY 2020/21 Balance	FY 2021/22 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2021/22 Costs	Tax Roll Reserve	Pending Projects/Replacement/ Special Reserve	Projected FY 2021/22 Surplus/(Deficit)
91	23,203.65	8,362.27	31,565.92	3,780.00	929.84	4,709.84	2,354.92	24,501.16	0.00
92	17,005.72	5,567.51	22,573.24	4,518.00	1,111.38	5,629.38	2,814.69	14,129.17	0.00
93	25.42	1,116.76	1,142.18	2,600.00	639.57	3,239.57	1,619.79	0.00	-3,717.18
94	68,170.57	43,202.15	111,372.72	32,906.00	8,094.51	41,000.51	20,500.26	49,871.95	0.00
95	2,839.13	1,818.66	4,657.79	2,300.00	565.77	2,865.77	1,432.89	359.13	0.00
96	50,632.59	47,109.83	97,742.42	30,433.00	7,486.18	37,919.18	18,959.59	40,863.65	0.00
97	69,069.20	35,307.44	104,376.65	15,494.00	3,811.35	19,305.35	9,652.68	75,418.62	0.00
98	26,218.22	10,462.52	36,680.74	4,005.00	985.19	4,990.19	2,495.10	29,195.45	0.00
99	30,675.23	7,811.73	38,486.97	2,866.00	705.00	3,571.00	1,785.50	33,130.47	0.00
100	2,190.38	2,825.45	5,015.83	3,126.00	768.96	3,894.96	1,947.48	0.00	-826.61
101	34,646.73	3,918.60	38,565.33	1,413.00	347.58	1,760.58	880.29	35,924.46	0.00
102	12,897.50	2,612.40	15,509.90	1,400.00	344.38	1,744.38	872.19	12,893.33	0.00
103	5,885.65	2,652.87	8,538.52	1,700.00	418.18	2,118.18	1,059.09	5,361.25	0.00
104	382,691.08	124,000.00	506,691.08	36,152.00	8,892.99	45,044.99	22,522.50	439,123.59	0.00
105	48,884.70	11,165.92	60,050.62	6,538.00	1,608.28	8,146.28	4,073.14	47,831.20	0.00
106	4,908.97	1,500.00	6,408.97	2,100.00	516.58	2,616.58	1,308.29	2,484.10	0.00
107	68,669.03	31,214.56	99,883.59	23,399.00	5,755.89	29,154.89	14,577.45	56,151.25	0.00
108	13,109.41	12,554.84	25,664.25	10,685.00	2,628.39	13,313.39	6,656.70	5,694.16	0.00
109	3,404.96	2,208.07	5,613.03	1,064.00	261.73	1,325.73	662.87	3,624.43	0.00
113	16,511.15	14,458.13	30,969.28	12,619.00	3,104.13	15,723.13	7,861.57	7,384.58	0.00





Landscape Benefit Zone	Projected FY 2020/21 Balance	FY 2021/22 Assessment	Subtotal Funds	Maintenance Improvements and Utilities	Systems Management	Subtotal FY 2021/22 Costs	Tax Roll Reserve	Pending Projects/Replacement/Special Reserve	Projected FY 2021/22 Surplus/(Deficit)
114	0.00	17,713.85	17,713.85	1,386.00	340.94	1,726.94	863.47	15,123.44	0.00
115	13,586.61	5,596.28	19,182.89	3,374.00	829.97	4,203.97	2,101.99	12,876.93	0.00
116	17,068.20	10,736.06	27,804.25	8,514.00	2,094.35	10,608.35	5,304.18	11,891.72	0.00
118	-1,755.14	1,141.44	-613.69	1,300.00	319.79	1,619.79	809.90	0.00	-3,043.38
119	-544.25	5,191.21	4,646.96	1,700.00	418.18	2,118.18	1,059.09	1,469.69	0.00
120	78.88	2,953.74	3,032.62	1,481.00	364.31	1,845.31	922.66	264.65	0.00
121	30,141.31	29,725.50	59,866.81	11,305.00	2,780.90	14,085.90	7,042.95	38,737.96	0.00
122	43,357.66	23,227.21	66,584.87	7,084.00	1,742.59	8,826.59	4,413.30	53,344.98	0.00
123	6,788.47	5,091.41	11,879.88	7,337.00	1,804.82	9,141.82	4,570.91	0.00	-1,832.85
124	-1,699.53	3,838.00	2,138.47	1,948.00	479.19	2,427.19	1,213.60	0.00	-1,502.32
125	148,232.58	54,422.94	202,655.52	31,685.00	7,794.16	39,479.16	19,739.58	143,436.78	0.00
126	33,319.83	23,013.81	56,333.65	6,470.00	1,591.55	8,061.55	4,030.78	44,241.32	0.00
127	0.00	59,532.52	59,532.52	44,245.00	10,883.78	55,128.78	27,564.39	0.00	-23,160.65
128	-1,200.20	199.26	-1,000.94	53.71	13.21	66.92	33.46	0.00	-1,101.32
129	16,762.44	15,460.66	32,223.10	12,576.00	3,093.56	15,669.56	7,834.78	8,718.76	0.00
130	45,694.64	34,682.28	80,376.92	16,235.00	3,993.63	20,228.63	10,114.32	50,033.97	0.00
131	25,257.11	32,000.00	57,257.11	6,091.00	1,498.32	7,589.32	3,794.66	45,873.13	0.00
132	-1,678.27	1,089.88	-588.39	665.00	163.58	828.58	414.29	0.00	-1,831.26
133	7,893.62	4,500.00	12,393.62	2,873.00	706.73	3,579.73	1,789.87	7,024.02	0.00
134	9,690.84	18,376.20	28,067.04	13,440.00	3,306.09	16,746.09	8,373.05	2,947.90	0.00



Landscape Benefit Zone	Projected FY 2020/21		FY 2021/22		Subtotal Funds		Maintenance Improvements and Utilities		Systems Management		Subtotal FY 2021/22 Costs		Tax Roll Reserve		Pending Projects/Replacement/Special Reserve		Projected FY 2021/22 Surplus/(Deficit)	
	Balance		Assessment															
135	7,964.45		8,626.20		16,590.65	4,862.00	1,196.00	6,058.00	3,029.00	7,503.65	0.00	0.00						
136	-3,773.06		7,999.99		4,226.92	2,148.00	528.38	2,676.38	1,338.19	212.35	0.00	0.00						
137	0.00		12,000.00		12,000.00	6,574.00	1,617.13	8,191.13	4,095.57	0.00	-286.70							
138	0.00		13,000.00		13,000.00	7,062.00	1,737.17	8,799.17	4,399.59	0.00	-198.76							
139	-1,687.33		6,564.97		4,877.65	3,508.00	862.93	4,370.93	2,185.47	0.00	-1,678.75							
141	-3,432.06		6,569.97		3,137.91	4,591.00	1,129.34	5,720.34	2,860.17	0.00	-5,442.60							
142	7,133.31		17,329.29		24,462.60	4,187.00	1,029.96	5,216.96	2,608.48	16,637.16	0.00	0.00						
144	-3,416.74		1,325.60		-2,091.15	1,307.00	321.51	1,628.51	814.26	0.00	-4,533.92							
145	0.00		22,000.34		22,000.34	12,597.00	3,098.72	15,695.72	7,847.86	0.00	-1,543.24							
146	0.00		11,000.00		11,000.00	4,124.00	1,014.46	5,138.46	2,569.23	3,292.31	0.00	0.00						
149	0.00		20,000.00		20,000.00	8,897.00	2,188.56	11,085.56	5,542.78	3,371.66	0.00	0.00						
PK 4	53,427.25		35,863.89		89,291.14	42,561.00	10,469.53	53,030.53	26,515.27	9,745.34	0.00	0.00						
PK12	120,947.92		60,593.31		181,541.23	59,091.02	14,535.74	73,626.76	36,813.38	71,101.09	0.00	0.00						
PK13	76,623.15		41,322.78		117,945.93	40,298.28	9,912.93	50,211.21	25,105.61	42,629.11	0.00	0.00						
PK 14	122,577.31		119,936.24		242,513.55	116,962.68	28,771.52	145,734.20	72,867.10	23,912.25	0.00	0.00						
PK 16	162,127.75		160,975.15		323,102.90	156,984.12	38,616.35	195,600.47	97,800.24	29,702.19	0.00	0.00						
PK 18	76,513.19		104,626.57		181,139.76	102,032.58	25,098.88	127,131.46	63,565.73	0.00	-9,557.43							
PK 19	24,050.52		23,033.07		47,083.59	22,462.03	5,525.40	27,987.43	13,993.72	5,102.44	0.00	0.00						
PK 21	32,603.10		11,454.97		44,058.07	0.00	0.00	0.00	10,719.01	33,339.06	0.00	0.00						
<b>Totals<sup>(1)</sup></b>	<b>\$5,327,613.87</b>		<b>\$2,832,739.04</b>		<b>\$8,165,174.28</b>	<b>\$2,052,401.42</b>	<b>\$504,867.99</b>	<b>\$2,557,269.41</b>	<b>\$1,289,353.99</b>	<b>\$4,739,222.02</b>	<b>-\$420,671.14</b>							

<sup>(1)</sup> Totals may not foot due to rounding.

NOTE: Only Benefit Zones that have been assessed for this Fiscal Year or have fund balances are shown in this table.

	FY 2021/22
<b>Systems Management</b>	
Administration & Operations	\$478,051.00
Office of the City Clerk	1,150.00
Assessment Engineering	18,500.00
County Charges	7,167.00
<b>Total Systems Management</b>	<b>\$504,868.00</b>

## **IV. METHOD OF APPORTIONMENT**

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### **A. SPECIAL BENEFIT ANALYSIS**

The 1972 Act permits the formation of Districts to provide funding for the maintenance, repair and servicing of certain public landscaped improvements and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value.

As set forth below, only special benefits may be assessed, and the District must separate the general benefits from the special benefits:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The cost of any general benefit is to be contributed by the City and not assessed to the Benefit Zone. Additionally, pursuant to Article XIID, Section 4, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The annual assessments outlined in this Report are based on the estimated costs to provide the necessary service, operation, administration, and maintenance required each year to keep these improvements in a satisfactory condition.

The special benefits associated with landscaped improvements include, but are not limited to:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area. Increased appeal lowers vacancy rates, raises rental and sales rates, and attracts shoppers.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Increases livability through reduced stress and stress-related health concerns of residents and employees.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, reduced evaporation, soil degradation, storm water runoff, and flooding.
- Provides cleaner air with the filtration of pollutants, dust and debris.



Parcels within the District could not have been approved for development without a funding mechanism that provides for the maintenance of these improvements and facilities. The continued maintenance of landscaped improvements and facilities installed by developers was guaranteed through the establishment of a Benefit Zone. These facilities were constructed as a condition of subdivision and development. Thus, the ability to establish each distinct and separate lot which permits the construction of a building or structure on the property and the ownership and sale of the distinct lot in perpetuity is a distinct special benefit conferred only to the real property located in the Benefit Zones.

All the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within each Benefit Zone. To fairly apportion the costs based on benefit to each parcel, the formula used for calculating assessments in each Benefit Zone should therefore reflect the composition of the parcels and the improvements and services provided,

## **B. GENERAL BENEFIT ANALYSIS**

The landscaped improvements are located within and/or immediately adjacent to properties within the Benefit Zones. The improvements were installed and are maintained particularly and solely to serve, and for the benefit of, the properties within the respective Benefit Zones.

Landscaping in the medians along the major thoroughfares provides only incidental, negligible and non-quantifiable benefits to motorists traveling to, from or through the City. Operation and maintenance of the trails and greenways within the City provides only incidental, negligible and non-quantifiable benefits to pedestrians and cyclists traveling through the trails and greenbelts.

Any benefit received by properties outside of the Benefit Zones is inadvertent and unintentional. Therefore, any general benefits associated with the maintenance and servicing of the landscaped improvements are merely incidental, negligible, and non-quantifiable.

The improvements detailed in Section II herein confer special benefits that affect the assessed property in a way that is particular and distinct from the effects on other parcels and that real property in general and the public at large do not share.

## **C. ASSESSMENT METHODOLOGY**

The method of apportionment is based on Benefit Units (BU) assigned to the parcels within each Benefit Zone. Based on a parcel's share of the total BU within that Benefit Zone, the costs of that Benefit Zone are apportioned to the parcels within that Benefit Zone.

At the time the development is annexed into the District, the assigned Benefit Zone is identified as residential or non-residential. Parcels within a residential development are assigned one BU per single family home or condominium.

With the exception of Benefit Zone 23, parcels within a non-residential development are assigned one Benefit Unit per acre. Parcels within Benefit Zone 23 are assessed based upon the proration of each parcel's street frontage along the improvements maintained. Benefit Zones that consist of a single property owner or a single parcel may have the

benefit units combined at the time of annexation such that the entire zone consists of one (1) BU.

A parcel's non-residential acreage is to be reduced by the area(s) within the parcel that receives little or no benefit from the maintenance of the improvements funded by that Benefit Zone. Areas that do not benefit and are not to be assessed may include, but are not limited to: open space, green belts, lakes, and public-use easements and right of ways. Properties with highly restricted or no development potential and parcels that are typically not assigned an Assessor's parcel number, such as public streets, roadways or landscape easements are not to be assessed. Pending the recordation of final maps, BUs are assessed according to the number of single family homes or nonresidential acreage within the proposed development.

The assessment applied to each parcel within a Zone is based on the cost to provide the improvements minus any other revenues available. This amount represents the "Total Balance to Levy". The following formulas are used to calculate each parcel's assessment or "Parcel Levy Amount".

**Total Balance to Levy / Total BU in Zone = Levy per BU (rate)**

**Assessed Parcel BU x Levy per BU (rate) = Parcel Levy Amount**

The table in Section V of this report includes the number of benefit units for each of the Benefit Zones.

#### **D. ASSESSMENT RANGE FORMULA**

For Benefit Zones 25 through 153 the maximum assessment rate will be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record (ENR). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year. For Fiscal Year 2021/22, the ENR increase is 0.5%.

Benefit Zones 1 through 24 were established with no annual assessment escalation clause. Assessments for these Benefit Zones cannot be increase without the procedures and approval process of Proposition 218.

For the current maximum annual assessment and the levy assessed for the fiscal year commencing July 1, 2021 to June 30, 2022, reference is made to the Assessment Roll included herein as Exhibit B.

## **V. ASSESSMENT ROLL**

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The assessments to be levied are based on the estimated cost to maintain the improvements provided by the District and associated with each of the Benefit Zones therein. The various improvements within each Zone of the District and the costs of those improvements are identified and budgeted separately, including expenditures, deficits, surpluses, revenues, and reserves. Each parcel within a Zone is assessed proportionately for only those improvements provided in that Zone and for which the parcel receives benefit.

The benefit provided is the necessary maintenance and servicing of public landscaping improvements within each Benefit Zone. These improvements include, but are not limited to, turf, ground cover, shrubs and trees, sprinkler and irrigation systems, ornamental lighting and other lighting structures, drainage systems, masonry walls (graffiti removal only), entryway monuments, and associated appurtenances. The assessments provide funds for the operation, administration and maintenance required to keep the above-mentioned improvements in a healthy and vigorous condition.

The proposed assessment for Fiscal Year 2021/22 may be less than or equal to the maximum assessment rate previously approved for each of the various Benefit Zones within the District. Any proposed assessment that exceeds the maximum assessment rate requires property owner ballot proceedings for the incremental assessment increase.

The number of Benefit Units, the Fiscal Year 2021/22 assessment per Benefit Unit and total, and the maximum assessment per Benefit Unit and total, by Benefit Zone, are listed on the following page.

For the specific assessment on each parcel, reference is made to the Assessment Roll in Exhibit B.





**FISCAL YEAR 2021/22 ASSESSMENT ROLL (BY BENEFIT ZONE)  
LANDSCAPING MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS**

Benefit Zone	Benefit Units	Landscaping			Parks			Total FY 2021/22 Assessment	
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment		Max Dollar per Unit
001A	301.00	\$43.36	\$13,051.36	\$43.36	\$13,051.36	\$0.00	\$0.00	\$0.00	\$13,051.36
001B	311.00	43.36	13,484.96	43.36	13,484.96	0.00	0.00	0.00	13,484.96
2	193.00	43.36	8,368.48	43.36	8,368.48	0.00	0.00	0.00	8,368.48
3	18.00	111.12	2,000.16	111.12	2,000.16	0.00	0.00	0.00	2,000.16
4	144.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	708.00	97.16	68,789.28	97.16	68,789.28	0.00	0.00	0.00	68,789.28
6	14.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	1,643.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	77.00	101.54	7,818.58	101.54	7,818.58	0.00	0.00	0.00	7,818.58
9	187.00	101.86	19,047.82	101.86	19,047.82	0.00	0.00	0.00	19,047.82
11	162.00	96.24	15,590.88	96.24	15,590.88	0.00	0.00	0.00	15,590.88
12	177.00	76.06	13,462.62	76.06	13,462.62	0.00	0.00	0.00	13,462.62
13	97.00	72.60	7,042.20	72.60	7,042.20	0.00	0.00	0.00	7,042.20
14	144.00	67.40	9,705.60	67.40	9,705.60	0.00	0.00	0.00	9,705.60
15	196.00	73.76	14,456.96	73.76	14,456.96	0.00	0.00	0.00	14,456.96
16	100.00	64.78	6,478.00	64.78	6,478.00	0.00	0.00	0.00	6,478.00
17	39.00	60.26	2,350.14	60.26	2,350.14	0.00	0.00	0.00	2,350.14
18	112.00	32.30	3,617.60	80.14	8,975.68	0.00	0.00	0.00	3,617.60
19	246.00	28.44	6,996.24	28.44	6,996.24	0.00	0.00	0.00	6,996.24
20	38.00	155.24	5,899.12	155.24	5,899.12	0.00	0.00	0.00	5,899.12



Benefit Zone	Benefit Units	Landscaping				Parks			Total FY 2021/22 Assessment
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	
21	271.00	64.98	17,609.58	64.98	17,609.58	0.00	0.00	0.00	17,609.58
22	100.00	76.72	7,672.00	76.72	7,672.00	0.00	0.00	0.00	7,672.00
23	5,038.90	2.47	12,446.08	2.47	12,446.08	0.00	0.00	0.00	12,446.08
24	620.00	141.02	87,432.40	141.02	87,432.40	0.00	0.00	0.00	87,432.40
25	731.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	40.22	539.82	21,711.56	579.11	23,291.80	0.00	0.00	0.00	21,711.56
28	5.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	19.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	112.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	2.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	322.00	76.65	24,681.73	295.58	95,177.06	108.38	34,897.05	108.38	59,578.78
36	310.00	125.09	38,777.90	127.98	39,673.28	0.00	0.00	0.00	38,777.90
37	181.00	45.14	8,171.17	96.96	17,549.44	0.00	0.00	0.00	8,171.17
38	1,094.00	0.00	0.00	0.00	0.00	149.38	163,423.22	149.38	163,423.22
39	109.00	105.12	11,458.08	146.07	15,921.25	0.00	0.00	0.00	11,458.08
40	92.00	82.91	7,627.95	86.36	7,945.03	0.00	0.00	0.00	7,627.95
41	33.00	0.00	0.00	121.87	4,021.73	0.00	0.00	0.00	0.00
42	142.00	258.62	36,724.04	282.81	40,159.41	83.33	11,832.96	83.33	48,557.00





Benefit Zone	Benefit Units	Landscaping			Parks			Total FY 2021/22 Assessment		
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment		Max Dollar per Unit	Maximum Assessment
43	2.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	3.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	9.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46	8.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47	7.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48	4.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49	58.00	182.05	10,558.90	195.31	11,327.86	0.00	0.00	0.00	0.00	10,558.90
50	494.00	81.25	40,139.60	124.53	61,518.07	147.32	72,774.39	371.42	183,482.76	112,913.99
51	103.00	89.24	9,191.72	123.50	12,720.21	0.00	0.00	0.00	0.00	9,191.72
52	200.00	264.20	52,840.00	413.71	82,741.38	0.00	0.00	0.00	0.00	52,840.00
53	519.00	584.69	303,454.11	705.02	365,906.18	0.00	0.00	0.00	0.00	303,454.11
54	67.00	226.13	15,150.38	241.69	16,193.55	0.00	0.00	0.00	0.00	15,150.38
55	81.00	0.00	0.00	117.67	9,530.91	0.00	0.00	0.00	0.00	0.00
56	95.00	123.22	11,705.90	166.79	15,845.46	0.00	0.00	0.00	0.00	11,705.90
57	147.00	205.87	30,263.51	263.32	38,708.47	71.97	10,580.23	71.97	10,580.23	40,843.75
59	378.00	101.96	38,540.88	238.21	90,041.88	0.00	0.00	0.00	0.00	38,540.88
60	393.00	119.60	47,002.80	137.46	54,022.71	130.13	51,141.09	293.06	115,174.20	98,143.89
61	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62	2.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63	334.00	115.11	38,446.02	115.11	38,446.02	203.53	67,980.24	445.40	148,764.35	106,426.27



Benefit Zone	Benefit Units	Landscaping				Parks				Total
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	
64	247.00	0.00	0.00	76.06	18,785.96	158.15	39,062.65	253.73	62,670.40	39,062.65
65	1.00	2,985.68	2,985.68	3,202.97	3,202.97	0.00	0.00	0.00	0.00	2,985.68
66	112.00	75.63	8,470.14	132.15	14,801.08	0.00	0.00	0.00	0.00	8,470.14
67	24.16	449.46	10,858.95	482.17	11,649.28	0.00	0.00	0.00	0.00	10,858.95
68	8.01	0.00	0.00	262.93	2,106.10	0.00	0.00	0.00	0.00	0.00
69	19.00	86.25	1,638.68	86.25	1,638.68	0.00	0.00	0.00	0.00	1,638.68
70	371.00	119.24	44,239.25	221.29	82,100.21	0.00	0.00	0.00	0.00	44,239.25
71	199.00	133.54	26,574.46	133.54	26,575.24	213.64	42,515.16	445.40	88,635.04	69,089.62
72	279.00	130.65	36,451.35	133.24	37,173.13	205.78	57,413.39	377.88	105,428.04	93,864.74
73	170.00	68.63	11,667.10	140.10	23,817.33	0.00	0.00	243.83	41,451.62	11,667.10
74	75.00	177.95	13,346.25	251.08	18,830.74	0.00	0.00	0.00	0.00	13,346.25
75	386.00	257.28	99,310.08	264.01	101,907.23	0.00	0.00	0.00	0.00	99,310.08
76	4.42	762.91	3,372.06	818.43	3,617.47	0.00	0.00	0.00	0.00	3,372.06
78	57.00	0.00	0.00	45.56	2,596.82	0.00	0.00	0.00	0.00	0.00
79	168.00	0.00	0.00	224.53	37,720.59	0.00	0.00	0.00	0.00	0.00
80	34.35	387.73	13,318.49	397.85	13,666.11	0.00	0.00	0.00	0.00	13,318.49
81	23.76	475.72	11,303.03	1,610.42	38,263.47	0.00	0.00	0.00	0.00	11,303.03
82	23.75	0.00	0.00	131.90	3,132.55	0.00	0.00	0.00	0.00	0.00
83	9.00	0.00	0.00	671.31	6,041.80	0.00	0.00	0.00	0.00	0.00
84	1.00	9,876.68	9,876.68	10,183.93	10,183.93	0.00	0.00	0.00	0.00	9,876.68





Benefit Zone	Benefit Units	Landscaping			Parks			Total	
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment		Max Dollar per Unit
85	1.00	5,799.44	5,799.44	6,221.51	6,221.51	0.00	0.00	0.00	5,799.44
86	1.00	7,555.50	7,555.50	59,481.04	59,481.04	0.00	0.00	0.00	7,555.50
87	85.55	175.00	14,971.25	301.49	25,792.85	0.00	0.00	0.00	14,971.25
88	127.00	0.00	0.00	99.62	12,651.52	0.00	0.00	0.00	0.00
89	1.00	1,240.41	1,240.41	1,330.68	1,330.68	0.00	0.00	0.00	1,240.41
90	1.00	17,409.60	17,409.60	24,902.19	24,902.19	0.00	0.00	0.00	17,409.60
91	M & P	8,362.27	8,362.27	8,970.86	8,970.86	0.00	0.00	0.00	8,362.27
92	1.33	4,186.10	5,567.51	4,490.75	5,972.70	0.00	0.00	0.00	5,567.51
93	1.00	1,116.76	1,116.76	1,122.34	1,122.34	0.00	0.00	0.00	1,116.76
94	M & P	575.88	43,202.15	810.40	60,796.19	0.00	0.00	0.00	43,202.15
95	M & P	1,818.66	1,818.66	1,827.75	1,827.75	0.00	0.00	0.00	1,818.66
96	M & P	519.46	47,109.83	778.09	70,565.04	0.00	0.00	0.00	47,109.83
97	M & P	780.62	35,307.44	1,062.09	48,038.34	0.00	0.00	0.00	35,307.44
98	M & P	10,462.52	10,462.52	11,223.96	11,223.96	0.00	0.00	0.00	10,462.52
99	M & P	2,840.63	7,811.73	3,047.37	8,380.26	0.00	0.00	0.00	7,811.73
100	1.00	2,825.45	2,825.45	2,825.45	2,825.45	0.00	0.00	0.00	2,825.45
101	60.00	65.31	3,918.60	70.06	4,203.67	61.86	3,711.36	61.86	3,711.36
102	40.00	65.31	2,612.40	70.06	2,802.45	61.86	2,474.24	61.86	2,474.24
103	M	2,652.87	2,652.87	2,714.12	2,714.12	0.00	0.00	0.00	2,652.87
103	P	0.00	0.00	45,524.21	45,524.21	0.00	0.00	0.00	0.00

E - designated assessment for entrance; M - designated assessment for medians; O - designated assessment for owner maintained; P - designated assessment for parkways and other landscaping; S - designated assessment for slopes



Benefit Zone	Benefit Units	Landscaping			Parks			Total
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment	
104	496.00	250.00	124,000.00	489.88	242,978.47	0.00	0.00	124,000.00
105	1.00	11,165.92	11,165.92	23,327.28	23,327.28	0.00	0.00	11,165.92
106	M & P	1,500.00	1,500.00	3,425.66	3,425.66	0.00	0.00	1,500.00
107	M & P	31,214.56	31,214.56	52,030.89	52,030.89	0.00	0.00	31,214.56
108	M & P	12,554.84	12,554.84	23,965.33	23,965.33	0.00	0.00	12,554.84
109	1.00	2,208.07	2,208.07	3,012.08	3,012.08	0.00	0.00	2,208.07
111	M & P	0.00	0.00	980.95	980.95	0.00	0.00	0.00
112	M & P	0.00	0.00	2,039.93	2,039.93	0.00	0.00	0.00
113	M & P	464.74	14,458.13	805.28	25,052.40	0.00	0.00	14,458.13
114	M & P	1,261.67	17,713.85	1,261.67	17,713.91	0.00	0.00	17,713.85
115	M & P	5,596.28	5,596.28	5,973.70	5,973.70	0.00	0.00	5,596.28
116	M & P	1,185.00	10,736.06	1,919.10	17,387.06	0.00	0.00	10,736.06
117	M, E, & S	0.00	0.00	27,246.76	37,600.53	0.00	0.00	0.00
118	0.48	2,378.01	1,141.44	2,432.92	1,167.80	0.00	0.00	1,141.44
119	M & P	5,191.21	5,191.21	5,311.09	5,311.09	0.00	0.00	5,191.21
120	M & P	2,953.74	2,953.74	3,021.94	3,021.94	0.00	0.00	2,953.74
121	M & P	1,362.93	29,725.50	1,394.40	30,411.87	0.00	0.00	29,725.50
122	43.15	538.29	23,227.21	550.72	23,763.53	0.00	0.00	23,227.21
123	1.00	5,091.41	5,091.41	5,091.41	5,091.41	0.00	0.00	5,091.41
124	M & P	749.61	3,838.00	965.12	4,941.42	0.00	0.00	3,838.00

E - designated assessment for entrance; M - designated assessment for medians; O - designated assessment for owner maintained; P - designated assessment for parkways and other landscaping; S - designated assessment for slopes





Benefit Zone	Benefit Units	Landscaping				Parks				Total
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	
125	M & P	646.43	54,422.94	883.27	74,362.88	0.00	0.00	0.00	0.00	54,422.94
126	M & P	335.87	23,013.81	343.64	23,545.90	0.00	0.00	0.00	0.00	23,013.81
127	508.00	117.19	59,532.52	483.93	245,837.35	0.00	0.00	158.77	80,656.86	59,532.52
128	1.00	199.26	199.26	199.26	199.26	0.00	0.00	0.00	0.00	199.26
129	7.48	2,066.93	15,460.66	2,104.14	15,738.95	0.00	0.00	0.00	0.00	15,460.66
130	E,M,P,S	1,499.45	34,682.28	2,045.45	47,311.34	0.00	0.00	0.00	0.00	34,682.28
131	1.00	32,000.00	32,000.00	48,008.07	48,008.07	0.00	0.00	0.00	0.00	32,000.00
132	3.25	335.35	1,089.88	335.35	1,089.88	0.00	0.00	0.00	0.00	1,089.88
133	M & P	4,500.00	4,500.00	55,678.58	55,678.58	0.00	0.00	0.00	0.00	4,500.00
134	M & P	597.60	18,376.20	974.39	29,962.52	0.00	0.00	0.00	0.00	18,376.20
135	M & P	8,626.20	8,626.20	11,767.17	11,767.17	0.00	0.00	0.00	0.00	8,626.20
136	M,O,P	2,439.02	7,999.99	8,118.61	26,629.03	0.00	0.00	0.00	0.00	7,999.99
137	M & P	12,000.00	12,000.00	15,775.32	15,775.32	0.00	0.00	0.00	0.00	12,000.00
138	M & P	13,000.00	13,000.00	18,819.63	18,819.63	0.00	0.00	0.00	0.00	13,000.00
139	M & P	2,336.29	6,564.97	2,347.97	6,597.80	0.00	0.00	0.00	0.00	6,564.97
140	43.26	0.00	0.00	783.69	33,902.30	0.00	0.00	0.00	0.00	0.00
141	M & P	1,602.43	6,569.97	1,631.28	6,688.23	0.00	0.00	0.00	0.00	6,569.97
142	M & P	17,329.29	17,329.29	21,276.60	21,276.60	0.00	0.00	0.00	0.00	17,329.29
143	2.09	0.00	0.00	3,255.09	6,803.15	0.00	0.00	0.00	0.00	0.00
144	M & P	1,325.60	1,325.60	1,325.60	1,325.60	0.00	0.00	0.00	0.00	1,325.60

E - designated assessment for entrance; M - designated assessment for medians; O - designated assessment for owner maintained; P - designated assessment for parkways and other landscaping; S - designated assessment for slopes



Benefit Zone	Benefit Units	Landscaping			Parks			Total FY 2021/22 Assessment		
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	Max Dollar per Unit		Maximum Assessment	
145	54.70	402.20	22,000.34	519.84	28,435.37	0.00	0.00	0.00	22,000.34	
146	1.00	11,000.00	11,000.00	14,786.93	14,786.93	0.00	0.00	0.00	11,000.00	
148	128.00	0.00	0.00	116.76	14,944.64	0.00	0.00	0.00	0.00	
149	1.00	20,000.00	20,000.00	20,624.53	20,624.53	0.00	0.00	0.00	20,000.00	
150	8.28	0.00	0.00	1,367.12	11,319.79	0.00	0.00	0.00	0.00	
151	1.00	0.00	0.00	17,738.74	17,738.74	0.00	0.00	0.00	0.00	
152	1.00	0.00	0.00	5,296.33	5,296.33	0.00	0.00	0.00	0.00	
153	25.26	0.00	0.00	1,565.49	39,544.24	0.00	0.00	0.00	0.00	
<b>Total (1)</b>			<b>\$2,274,933.06</b>		<b>\$3,563,205.79</b>		<b>\$557,805.98</b>		<b>\$1,053,182.33</b>	<b>\$2,832,739.04</b>

E - designated assessment for entrance; M - designated assessment for medians; O - designated assessment for owner maintained; P - designated assessment for parkways and other landscaping; S - designated assessment for slopes

(1) Totals may not foot with Assessment Roll shown as Exhibit B due to even penny rounding required by Riverside County.

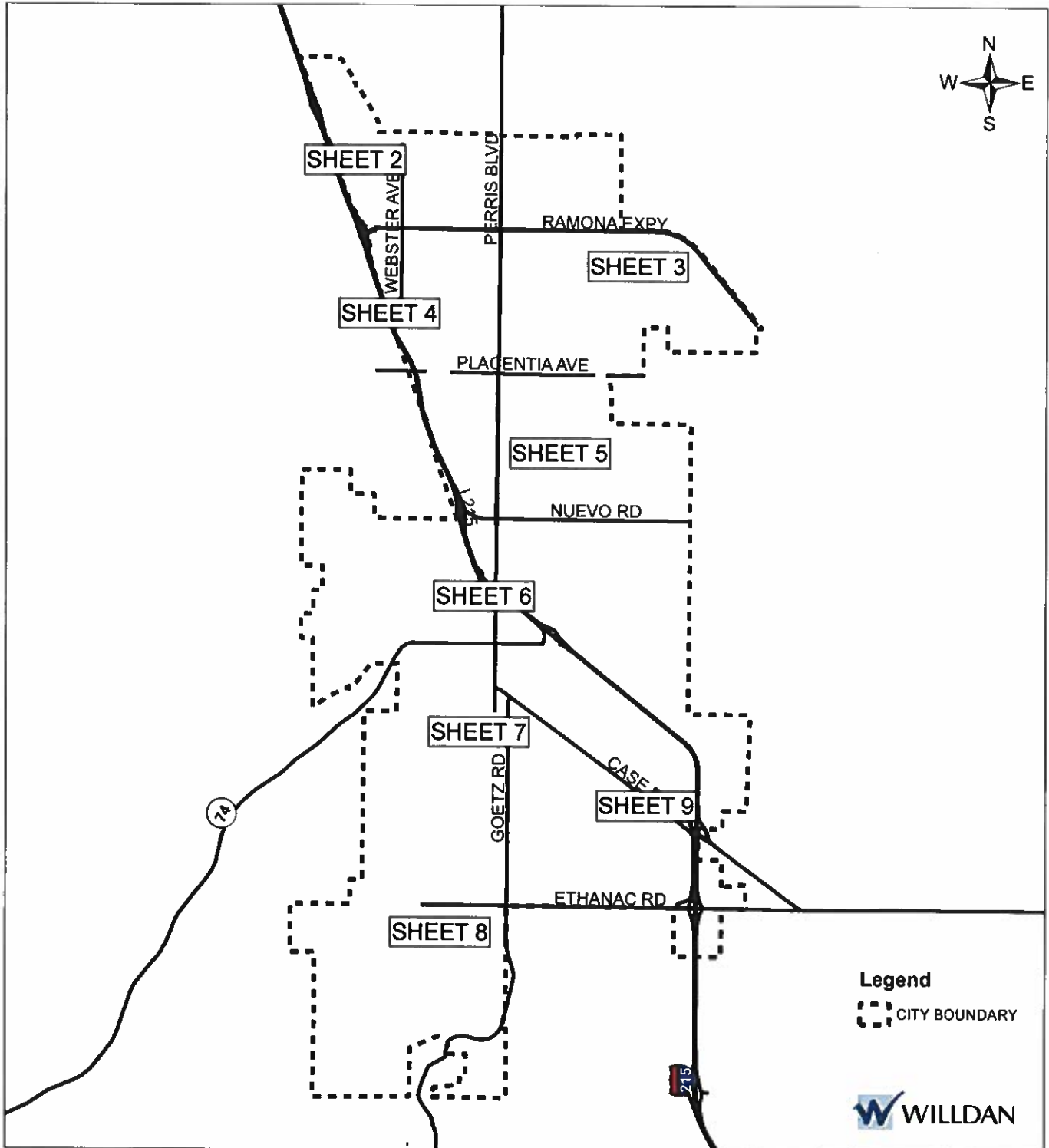


## ***EXHIBIT A – FISCAL YEAR 2021/22 DIAGRAM***

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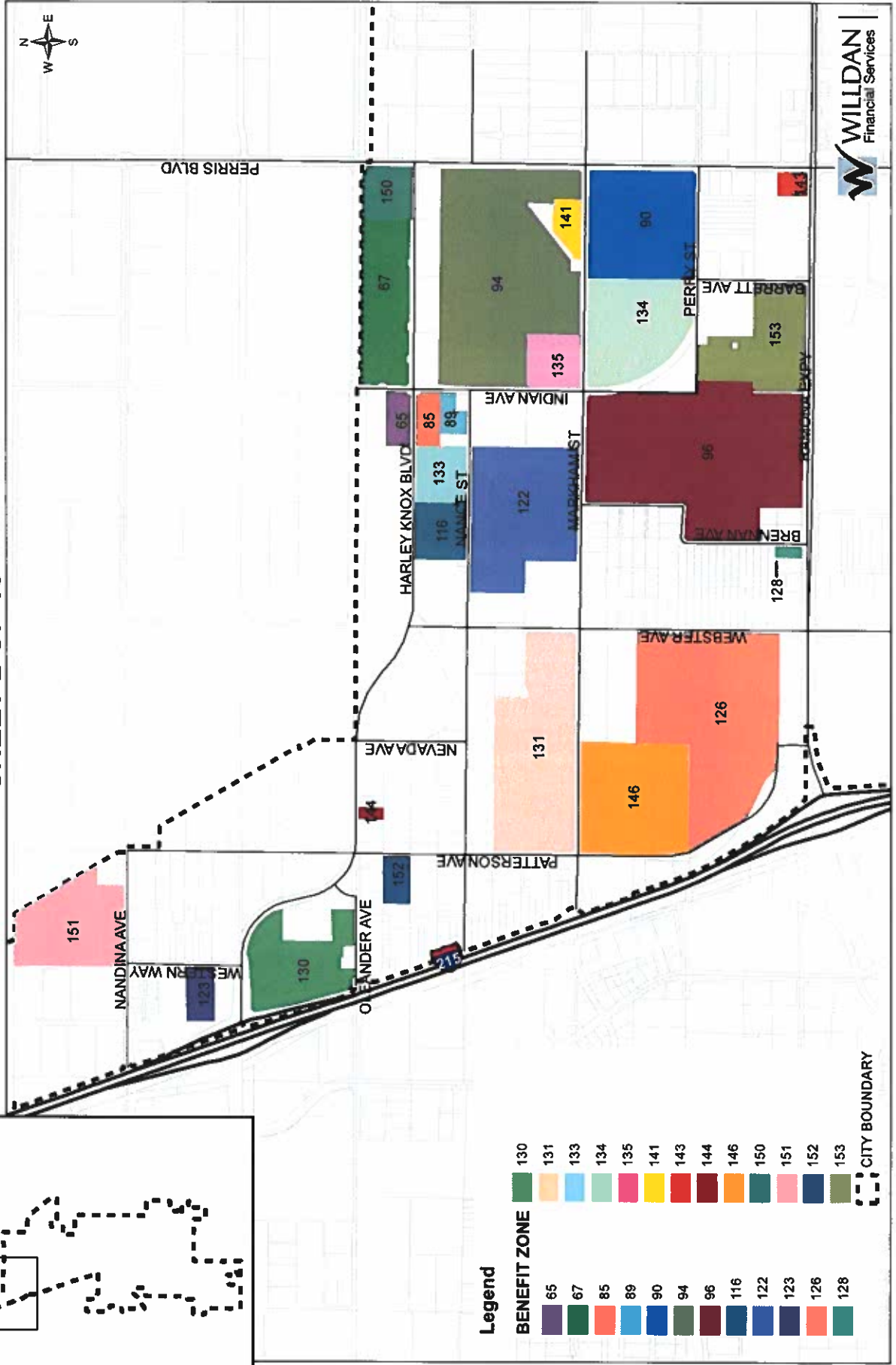
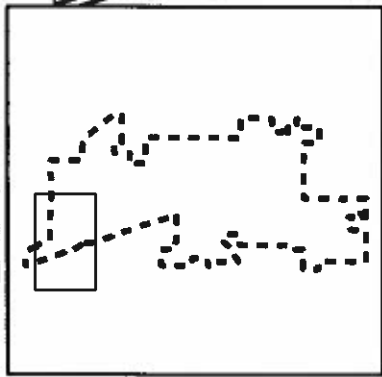
The Fiscal Year 2021/22 Diagram is incorporated herein as Exhibit A.

**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 1 OF 10**



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 2 OF 10**

VICINITY MAP



**Legend**

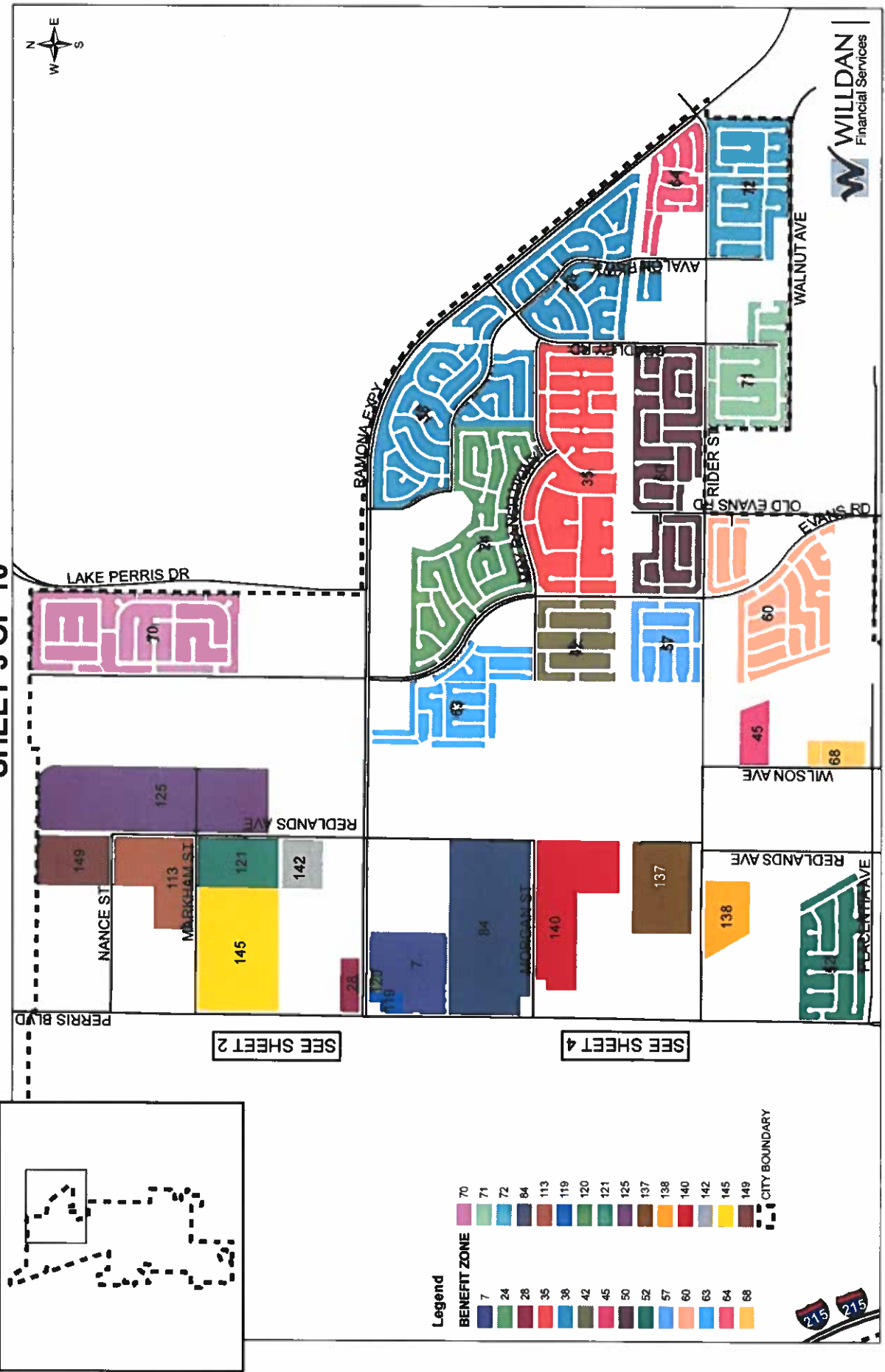
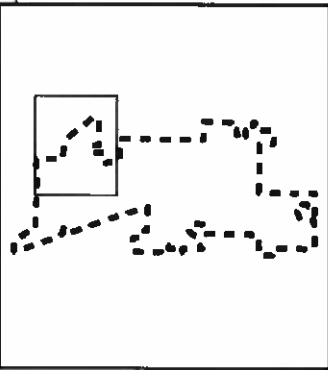
BENEFIT ZONE	Color
65	Dark Purple
67	Dark Green
85	Red
89	Light Blue
90	Blue
94	Dark Green
96	Dark Red
116	Dark Blue
122	Blue
123	Dark Blue
126	Red
128	Dark Green
130	Dark Green
131	Light Orange
133	Light Blue
134	Light Green
135	Pink
141	Yellow
143	Red
144	Dark Red
146	Orange
150	Dark Green
151	Pink
152	Dark Blue
153	Dark Green

--- CITY BOUNDARY



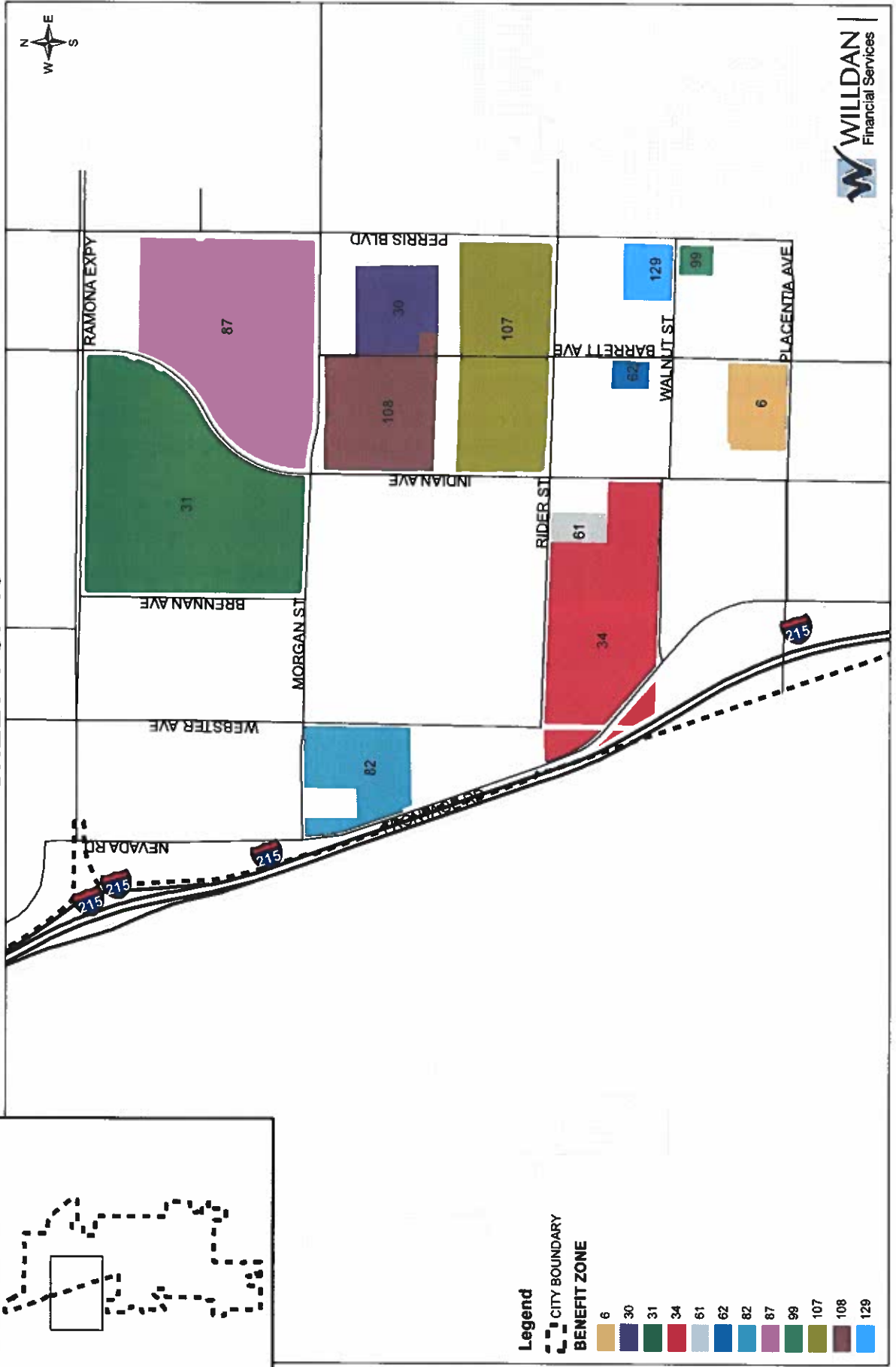
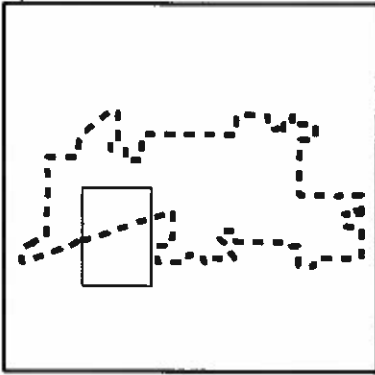
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 3 OF 10**

**VICINITY MAP**



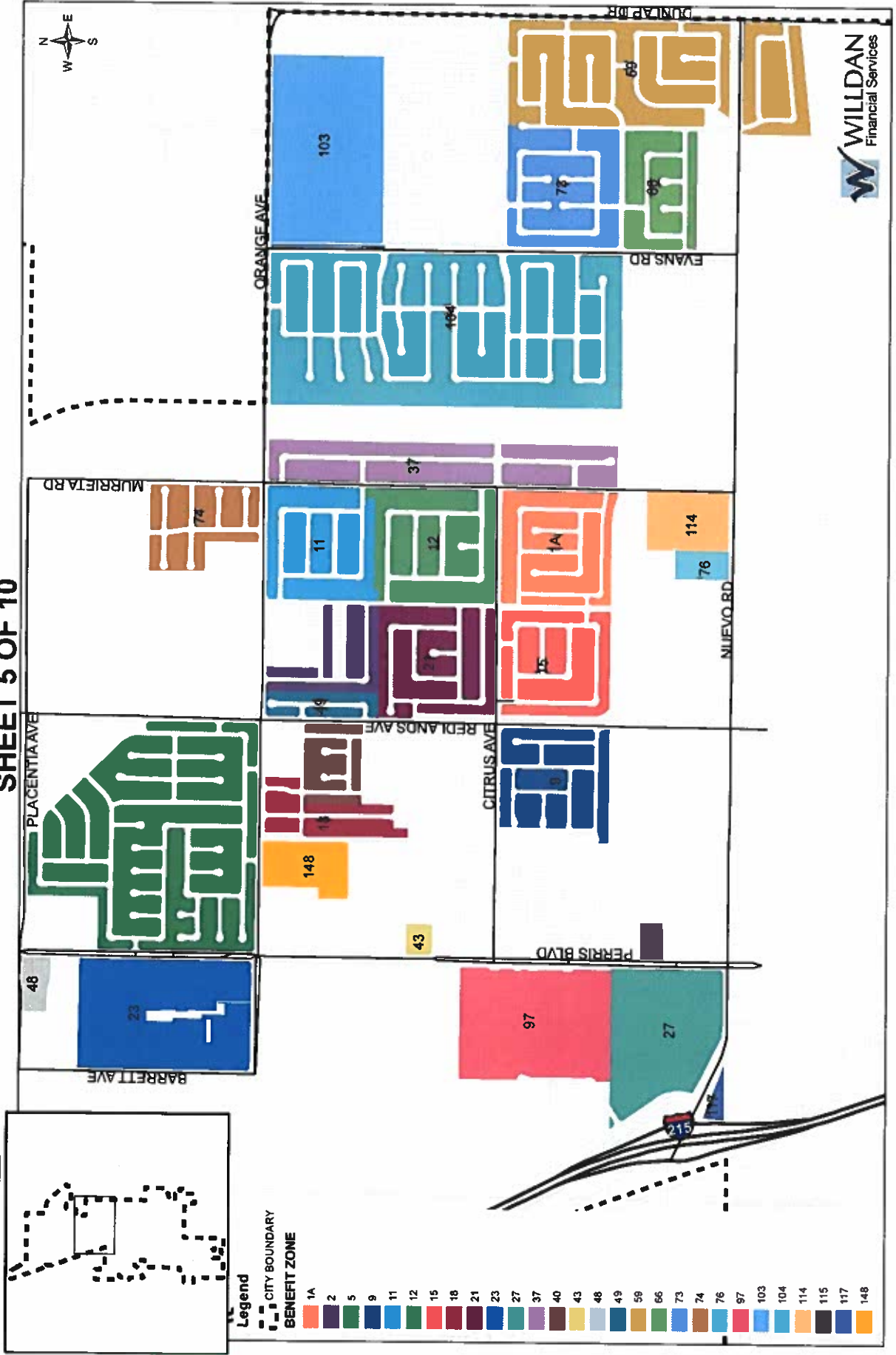
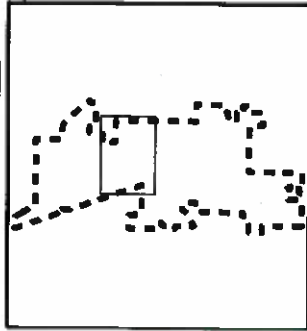
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 4 OF 10**

VICINITY MAP



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 5 OF 10**

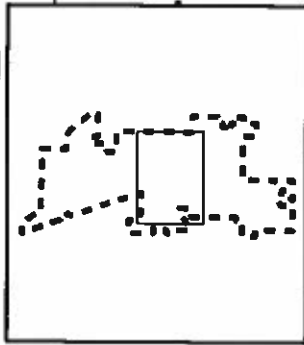
VICINITY MAP





**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 6 OF 10**

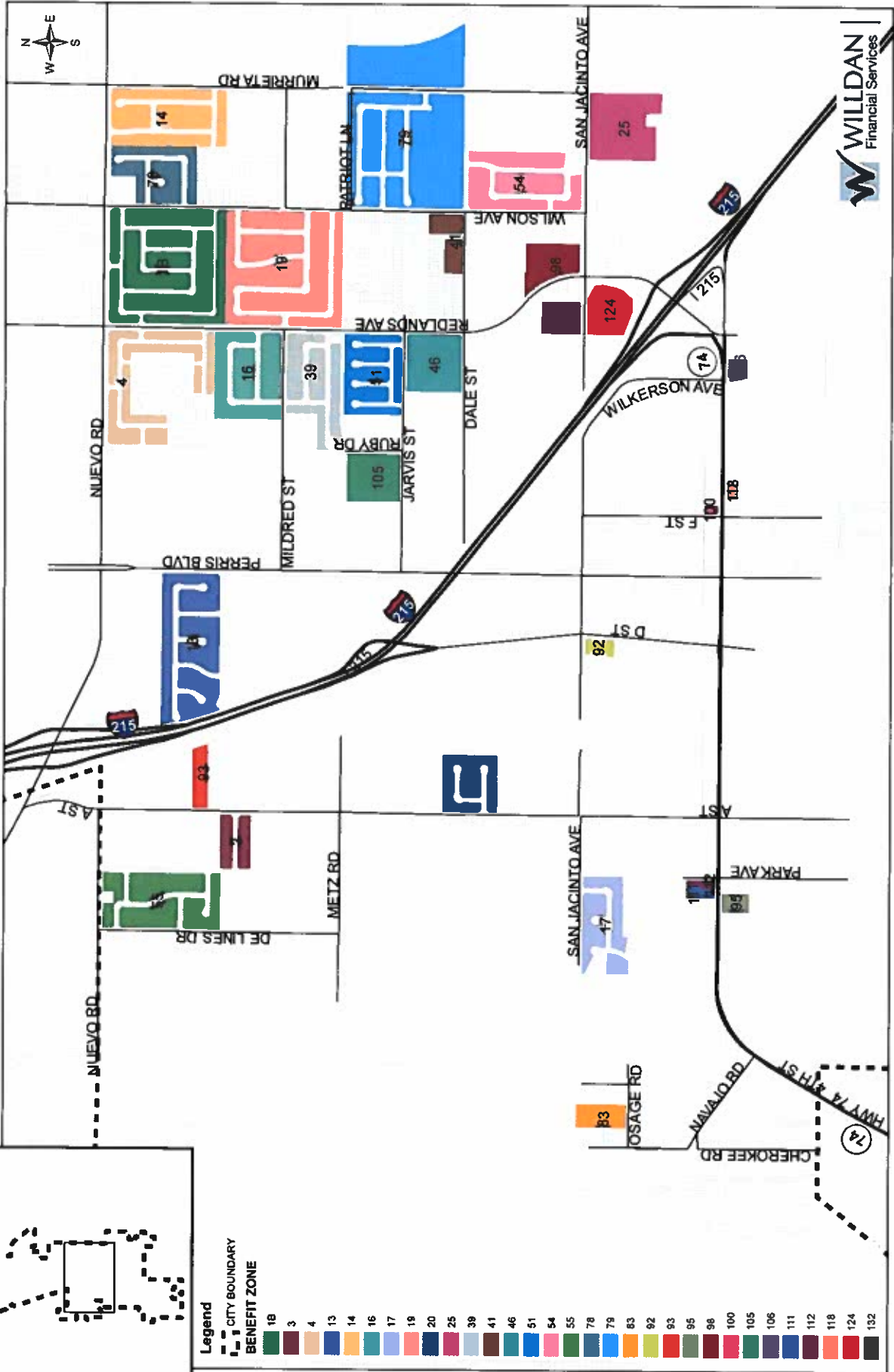
VICINITY MAP



**Legend**

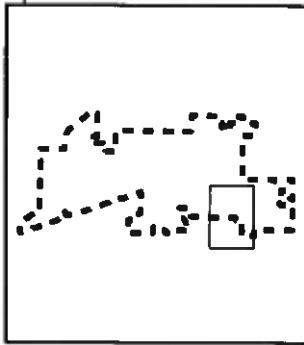
CITY BOUNDARY  
BENEFIT ZONE

- 18
- 3
- 4
- 13
- 14
- 16
- 17
- 19
- 20
- 25
- 39
- 41
- 46
- 51
- 54
- 55
- 78
- 79
- 83
- 92
- 93
- 95
- 96
- 100
- 105
- 106
- 111
- 112
- 118
- 124
- 132



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 7 OF 10**

**VICINITY MAP**



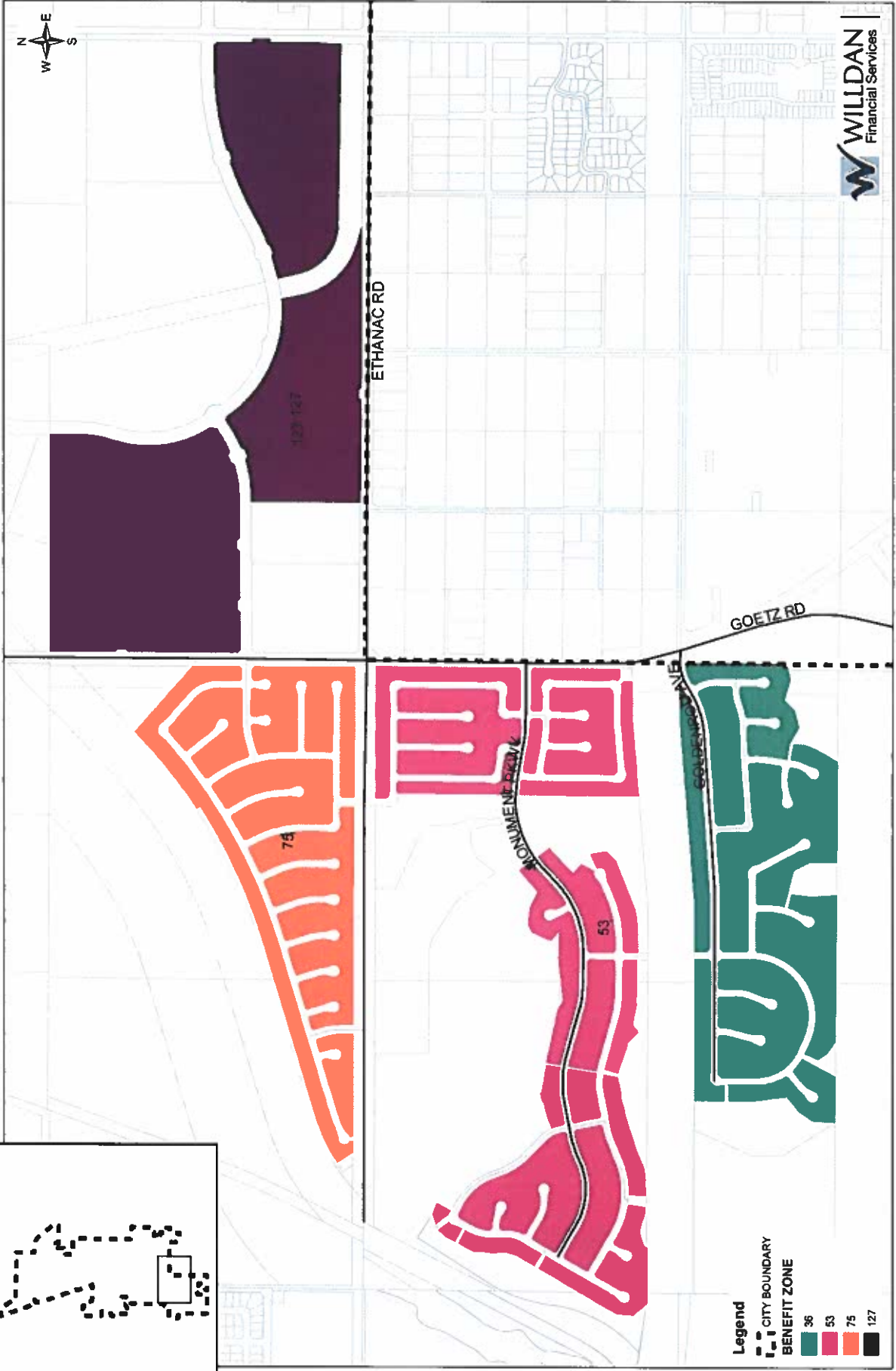
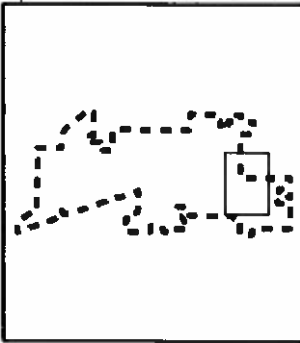
- Legend**
- CITY BOUNDARY
  - BENEFIT ZONE
  - 8
  - 22
  - 26
  - 32
  - 47
  - 56
  - 69
  - 86
  - 88
  - 101
  - 102





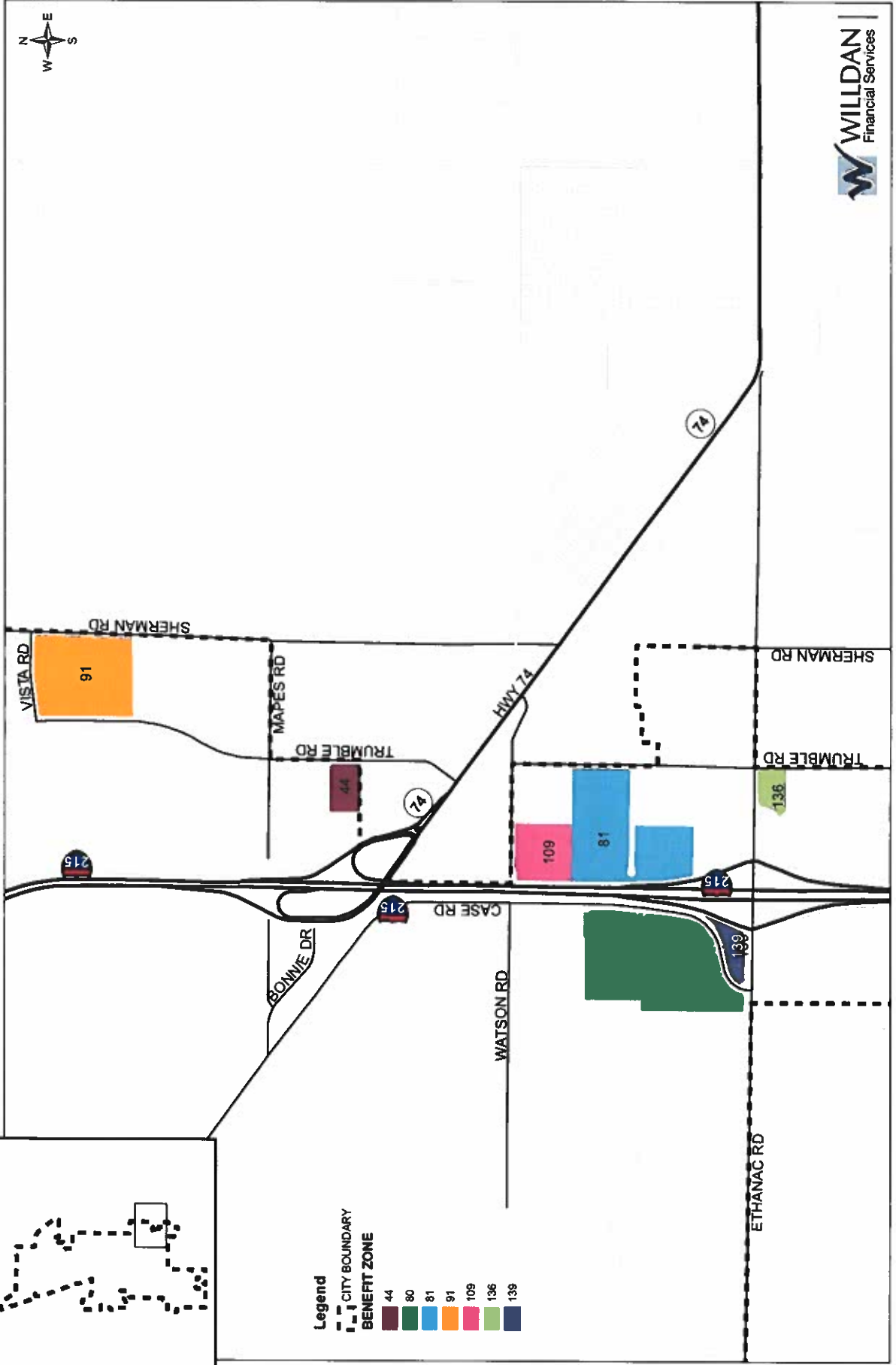
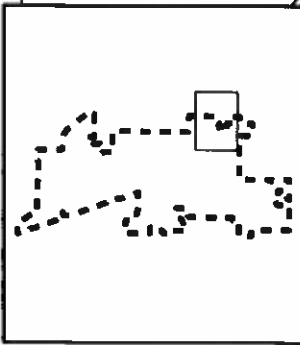
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 8 OF 10**

VICINITY MAP



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 9 OF 10**

VICINITY MAP



- Legend**
- CITY BOUNDARY
  - BENEFIT ZONE
  - 44
  - 80
  - 81
  - 91
  - 109
  - 136
  - 139



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 10 OF 10**

ZONE	DESCRIPTION	Assessed		ZONE	DESCRIPTION	Assessed		ZONE	DESCRIPTION	Assessed	
		SHEET	(Y/N)			SHEET	(Y/N)			SHEET	(Y/N)
1A	TT 20280	#N/A	Y	52	TT 31241	3	Y	104	TR 30850	5	Y
1B	TT 17399	#N/A	Y	53	TT 30662/31564	8	Y	105	DPR 12-05-0013	6	Y
2	TT 19893	5	Y	54	TT 31678	6	Y	106	CUP 13-02-0014	6	Y
3	TT 21131	6	Y	55	TT 31226	6	N	107	PM 36462, PARCEL 1	4	Y
4	TT 20280	6	N	56	TT 31201	7	Y	108	PM 36462, PARCEL 2	4	Y
5	TT 20538	5	Y	57	TT 31178	3	Y	109	CUP 13-07-0010	9	Y
6	CUP 87/37	4	N	58	PENDING			110	SUPERCEDED BY BZ125		
7	TT 21771	3	N	59	TT 29425	5	Y	111	PTN WISE & KNIGHTS	6	N
8	TT 22719	7	Y	60	TT 30773/31416	3	Y	112	PTN WISE & KNIGHTS	6	N
9	TT 22248	5	Y	61	CUP 02-0215	4	N	113	PM 36540	3	Y
10	SUPERCEDED BY BZ38			62	DPR 03-149	4	N	114	CLEARWATER ES	5	Y
11	TT 22988	5	Y	63	TT 32262	3	Y	115	DPR 14-00099	5	Y
12	TT 22988			64	TT 33227/AMND 22832/ AMND 22833	3	Y	116	DPR 07-09-0018	2	Y
13	TT 24081	5	Y	65	DPR 04-0343	2	Y	117	CUP 14-09-0001	5	N
14	TT 24541/23275	6	Y	66	TT 32793/33720	5	Y	118	CUP 15-05056	6	Y
15	TT 23825	5	Y	67	PM 31832	2	Y	119	PM 37043 LOT 1	3	Y
16	TT 23838	6	Y	68	PM 31743	3	N	120	PM 37043 LOT 2	3	Y
17	TT 22910	6	Y	69	TT 32769	7	Y	121	DPR 05-0477	3	Y
18	TT 20645/31683	5	Y	70	TT 32707/32708	3	Y	122	PM 36726	2	Y
19	TT 20173	6	Y	71	TT 30780	3	Y	123	DPR 06-0140	2	Y
20	TT 24715	6	Y	72	TT 32249	3	Y	124	PM 36266	6	Y
21	TT 20211	5	Y	73	TT 31660	5	Y	125	PM 36469	3	Y
22	TT 24809	7	Y	74	TT 32428	5	Y	126	PM 36512/36582	2	Y
23	PM 26437	5	Y	75	TT 31926	8	Y	127	TT 36988/36989/37262	8	Y
24	TT 24499	3	Y	76	DPR 04-0314	5	Y	128	CUP 16-05237	2	Y
25	DPR 08/92	6	N	77	PENDING			129	CUP 02-0061	4	Y
26	TT 27502	7	N	78	TT 31651	6	N	130	PM 37055	2	Y
27	PM 27544	5	Y	79	TT 31240	6	N	131	PM 36678	2	Y
28	PM 26618	3	N	80	PM 33266	9	Y	132	CUP 16-05189	6	Y
29	SUPERCEDED BY BZ86			81	PM 34082	9	Y	133	DPR 06-0059	2	Y
30	DPR 99/0174	4	N	82	PM 33759	4	N	134	PM 37187	2	Y
31	PUP 99/0079	4	N	83	TT 34073	6	N	135	DPR 16-00015	2	Y
32	CUP 99-0185	7	N	84	DPR 04-0464	3	Y	136	CUP 16-05168	9	Y
33	SUPERCEDED BY BZ143			85	DPR 06-0450	2	Y	137	PM 35268	3	Y
34	DPR 97/0111	4	N	86	CUP 06-0158	7	Y	138	DPR 06-0635	3	Y
35	TT 29654/29993/29994	3	Y	87	PM 35676	4	Y	139	PM 35762	9	Y
36	TT 28986	8	Y	88	TT 33549	7	N	140	CUP 98-0005	3	N
37	TT 24111	5	Y	89	CUP 09-01-008	2	Y	141	PCL 2, PM 33587	2	Y
38	TT 22831	3	Y	90	DPR 05-0192	2	Y	142	DPR 16-00013	3	Y
39	TT 30382	6	Y	91	AQUATICS CTR	9	Y	143	NW PERRIS & RAMONA	2	N
40	TT 30144	5	Y	92	DPR 07-0045	6	Y	144	PR 17-05194	2	Y
41	TT 26386	6	N	93	CUP 12-06-0012	6	Y	145	PM 37304	3	Y
42	TT 30380	3	Y	94	PM 33587	2	Y	146	PM 37343	2	Y
43	DPR 01-0051	5	N	95	DPR 12-07-0011	6	Y	147	PENDING		
44	DPR 02-0031	9	N	96	PM 36010	2	Y	148	TR 32497	5	N
45	DPR 01-0210	3	N	97	PM 34131	5	Y	149	PM 36770	3	Y
46	DPR 98-0071	6	N	98	CUP 12-04-0015	6	Y	150	PM 37278	2	N
47	WOODWORK CREATIONS	7	N	99	PM 36576	4	Y	151	DPR 19-00003	2	N
48	PUP 99/0126	5	N	100	DPR 12-03-0006	6	Y	152	DPR 18-00006	2	N
49	TT 30751	5	Y	101	DPR 10-08-0009	7	Y	153	PM 37457	2	N
50	TT 30490/30518	3	Y	102	DPR 10-08-0009	7	Y				
51	TT 31114	6	Y	103	SOUTHEAST HS	5	Y				

## **EXHIBIT B – FISCAL YEAR 2021/22 ASSESSMENT ROLL**

The Fiscal Year 2021/22 Assessment Roll is on file with the City Clerk's office



9.D.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 11, 2021

**SUBJECT:** Annual Engineer's Report for Flood Control Maintenance District No. 1 (FY 2021-2022)

**REQUESTED ACTION:** Adoption of Resolution of Intention to Levy and Collect Annual Assessments under FCMD 1 and setting a public hearing date of June 8, 2021

**CONTACT:** Stuart McKibbin, City Engineer

---

**BACKGROUND/DISCUSSION:** FCMD 1 includes residential tracts and commercial developments throughout the City as located on the Vicinity Map found as Attachment 1.

March 9, 2021, the City Council ordered the preparation of the annual Engineer's Report for FCMD 1. This District provides funding for the annual maintenance of street (residential streets only) and flood control improvements constructed in conjunction with new development.

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**BUDGET (or FISCAL) IMPACT:** 81 flood benefit zones (FCBZ), and 19 street repair zones will be assessed in Fiscal Year 2021-2022. The assessments for FY 2021-2022 total \$2,123,126.72.

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Finance Director \_\_\_\_\_

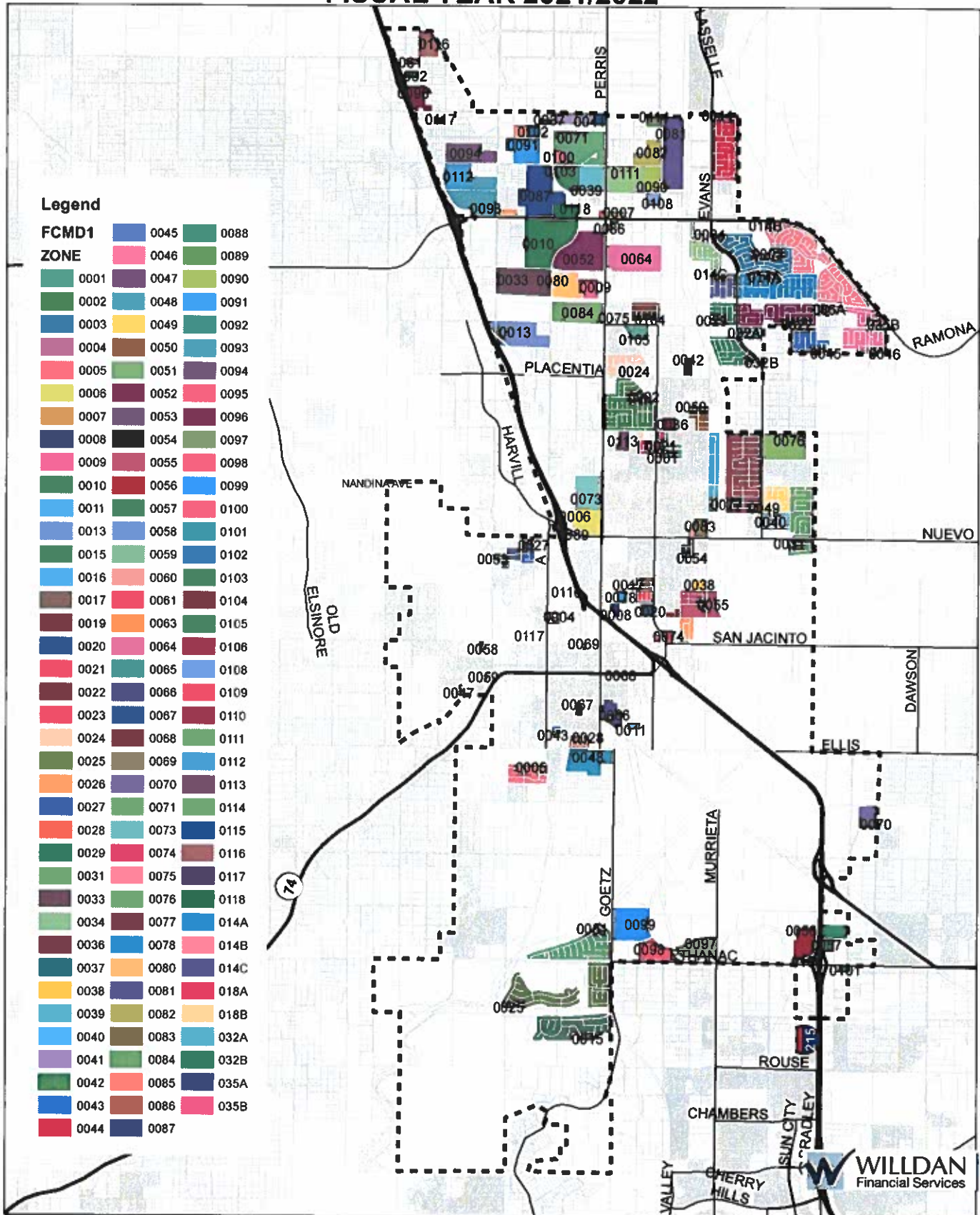
**Attachments:**

1. Vicinity Map
2. Resolution of Intention to Levy and Collect Annual Assessments Under FCMD 1 and setting a public hearing date of June 8, 2021
3. Engineer's Report

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

## Attachment No. 1

# FLOOD CONTROL MAINTENANCE DISTRICT NO. 1 ZONE VICINITY MAP CITY OF PERRIS FISCAL YEAR 2021/2022



## Attachment No. 2



**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2021-2022 IN CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING JUNE 8, 2021 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain street and flood control improvements within the City of Perris through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982"; and

**WHEREAS**, certain property owners have presented signed petitions to the City Council requesting the formation of or annexation to a benefit assessment district to finance the maintenance of those certain flood control improvements which benefit properties within the City of Perris; and

**WHEREAS**, the City Council subsequently held public hearings and considered all written and oral comments and protests prior to forming a district and annexing properties to said district which district became known as "City of Perris Flood Control Maintenance District Number 1"; and

**WHEREAS**, the City Council now proposes to levy benefit assessments for the 2021-2022 Fiscal Year under the provisions of the Benefit Assessment Act of 1982 to insure continued financing of necessary maintenance of certain street and flood control improvements, all for the benefit of parcels within Flood Control Maintenance District Number 1.

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

**Section 1.** The public interest, convenience, and necessity require, and it is the intention of the City Council pursuant to the provisions of the Benefit Assessment Act of 1982 to maintain certain street and flood control works and improvements for the benefit of the properties within the area of benefit.

**Section 2.** Maintenance of the improvements will be of direct benefit to properties within Flood Control Maintenance District Number 1 which are hereby declared to be the properties benefited by the improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the maps of Flood Control Maintenance District Number 1 and subsequent annexations thereto are on file in the office of the City Clerk of the City of Perris, California.

**Section 3.** At least fourteen (14) days prior to the date set for the hearing on the proposed assessment, the City Engineer is hereby directed to file with the City Clerk a written report (the "Engineer's Report") containing the following:

- A. A description of the service proposed to be financed through the revenue derived from the benefit assessments.
- B. A description of each lot or parcel of property proposed to be subject to the benefit assessments. The assessor's parcel number or Tract Map number shall be a sufficient description of the parcel.
- C. The amount of the proposed assessment for each parcel.
- D. The basis and schedule of the assessments.
- E. Other such matters as the City Engineer shall deem appropriate.

**Section 4.** The assessments shall be levied on all parcels of assessable property within the District, as identified in the Engineer's Report, so long as the assessments are necessary to finance the improvements specified in Section 1, herein. The assessment amounts as contained in the Engineer's Report are not proposed to be increased from the previous year, but are proposed to be adjusted in accordance with previously authorized adjustments.

**Section 5.** On the 8<sup>th</sup> day of June, 2021, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

**Section 6.** The City Clerk is hereby directed to cause a notice of the public hearing and notice of the filing of the Engineer's Report to be posted in at least three public places within Flood Control Maintenance District Number 1 at least fourteen (14) days prior to the public hearing. In addition, the City Clerk is hereby directed to publish notice of the hearing on the proposed assessment and notice of the filing of the Engineer's Report once at least fourteen (14) days prior to the public hearing. The notice shall be 1/8 of a page in size and contain the following information:

- A. The amount of the assessment.
- B. The purpose of the assessment.
- C. The total estimated assessments expected to be generated annually.
- D. The method and frequency for collecting the assessment.
- E. The date, time, and location of the public hearing.

- F. The phone number and address of an individual that interested persons may contact to receive additional information about the assessment.

**Section 7.** The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The City Engineer shall file a report annually with this City Council and this City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined.

**ADOPTED, SIGNED and APPROVED** this 11th day of May, 2021.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of May, 2021, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

## Attachment No. 3



# **CITY OF PERRIS**

## **FLOOD CONTROL MAINTENANCE DISTRICT NO. 1**

**FISCAL YEAR 2021/2022  
ENGINEER'S ANNUAL LEVY REPORT**

**INTENT MEETING: MAY 11, 2021  
PUBLIC HEARING: JUNE 8, 2021**

27368 Via Industria  
Suite 200  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com](http://www.willdan.com)



**ENGINEER'S REPORT AFFIDAVIT**  
*Establishment of Annual Assessments for the:*

***Flood Control Maintenance District No. 1***

**City of Perris,  
County of Riverside, State of California**

This Report describes the District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2021/22, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 11<sup>th</sup> day of May, 2021.

---

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

---

ERNIE REYNA  
Director of Finance  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

Filed in the Office of the City Clerk on the 11<sup>th</sup> day of May, 2021. Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's "Report" were made on the 8<sup>th</sup> day of June 2021 by adoption of Resolution No. \_\_\_\_\_ of the City Council.

---

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



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## **I. OVERVIEW**

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### **A. INTRODUCTION**

This report is prepared in compliance with the requirements of Article 4 of Chapter 6.4, of the Benefit Assessment Act of 1982, (hereinafter referred to as the "1982 Act") of the California Government Code. The City Council of the City of Perris, being the legislative body for the Drainage Benefit Assessment Areas ("FC Benefit Zones"), may, pursuant to the 1982 Act, levy annual assessments and act as the governing body for the operations and administration of the FC Benefit Zones. The 1982 Act provides for the levy of annual assessments after formation of an assessment district for the continued maintenance and servicing of the district improvements. The costs associated with the installation, maintenance, and service of the improvements may be assessed to those properties which benefit by the installation, maintenance, and service.

### **B. RIGHT TO VOTE ON TAXES ACT (PROPOSITION 218)**

On November 5, 1996, the electorate approved Proposition 218, Right to Vote on Taxes Act, which added Articles XIIC and XIID to the California Constitution. The Proposition affects all assessments upon real property for a special benefit conferred on the property.

Assessments for Flood Control Benefit Zones 1 through 5 were established before November 5, 1996, therefore they were exempt from the provisions of Proposition 218. Subsequent increases in these Zones, if any, will be subject to the procedures and approval process of Section 4 of Article XIID.

All other Flood Control Benefit Zones except for Zones 1 through 5 have been established under the provisions of Proposition 218. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Assessments, if authorized by the City Council, will be placed on the Fiscal Year 2021/2022 Riverside County Property Tax Roll. Reserve funds will be used to fund the maintenance and service until the first installment of assessment funds are distributed by the County Tax Collector in January of 2022.

## **II. PLANS AND SPECIFICATIONS**

---

### **A. DESCRIPTION OF THE FLOOD CONTROL BENEFIT ZONES**

Maintenance for the Flood Control Benefit Zones ("FC Benefit Zones") include, but are not limited to, general clean up and debris removal, inspections, stenciling, replacement and repairs. Annual photo documentation is scheduled to take place, along with silt removal as required. Depending on that year's storm drain flow and the level of debris in the flow, a system cleaning may be required after the first rain and again during or at the end of the rainy season.

In general, these improvements channel, contain and convey the storm flow generated within the respective benefit zone. All facilities are located in the public right-of-way or easements. The improvements to be maintained and serviced, by Benefit Zone, are further described as follows:

FC Benefit Zone 1: These flood control improvements consist of a reinforced concrete storm drain which transports storm water runoff from the southeast corner of Tract 19893, southerly within Wilson Avenue, to the Riverside County Flood Control and Water Conservation District's facility known as the Sunset Channel, Line "J". The drains to be maintained were constructed by Tract 19893.

FC Benefit Zone 2: These flood control improvements consist of reinforced concrete storm drains which transport storm water runoff from the southeast and southwest corners of Tract 20538, southerly along Perris Boulevard and Johnson Avenue, easterly along Pecos Road and southerly along Redlands Boulevard, to the Riverside County Flood Control and Water Conservation District's facility known as the Sunset Channel, Line "J". The channels and reinforced concrete drains to be maintained were constructed by Tract 20538.

FC Benefit Zone 3: The flood control improvements for Tracts 22832 through 22845 consist of a combination of interim graded channels and closed conduit reinforced concrete pipes which transport storm water runoff from the southwest portions of Tracts 22838 and 22845 Westerly to the Perris Valley Storm Drain.

FC Benefit Zone 4: These flood control improvements consist of a series of storm drains and laterals, with the construction being of reinforced concrete box or pipe, excluding facilities maintained by the Riverside County Flood Control District. The storm drains outlet into the existing Metz Detention Basin northeast of Tract 24715. The drains to be maintained were constructed by Tract 24715.

FC Benefit Zone 5: The flood control improvements consist of closed conduit reinforced concrete pipes. The limits of the improvements are from approximately River Road on the west, Penasco Grande Street on the south, off-site undeveloped property on the north, and "A" Street on the east.

Closed conduit reinforced concrete pipes have been constructed along Celebration Lane and Yucateca Street, north of Celebration Lane. The easterly terminus of the closed conduit reinforced concrete storm drain along Celebration Lane join existing reinforced

concrete storm drains constructed in "A" Street. The closed conduit storm drains to be maintained were constructed by Tracts 24809, 24809-1 and 24809-2.

FC Benefit Zone 6: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 27544-1 and -2. The public facilities include the catch basins, storm drains, a temporary drainage channel in an easement extending from the southeast corner of Parcel 13, Parcel Map 34131, northerly approximately 1,236 lineal feet, including inlet to Line K and 24" RCP extending east, under Perris Boulevard, and connecting to the Avocado Channel, and appurtenances.

FC Benefit Zone 7: The flood control improvements consist of a graded earthen channel, culvert headwalls and endwalls, reinforced concrete box culvert, Portland Cement concrete paved channel, reinforced concrete pipe, corrugated steel pipe arch, catch basins and appurtenant work. The improvements to be maintained were constructed by Parcel Map 26618.

All facilities were constructed along the Ramona Expressway frontage of Parcel Map 26618 within the parkway, with the exception of a catch basin and connecting pipe that was constructed along the Perris Boulevard frontage

FC Benefit Zone 8: The pipelines to be maintained include storm drain facilities constructed by DPR 98/94.

FC Benefit Zone 9: The pipelines to be maintained include storm drain facilities constructed by DPR 99/0174

FC Benefit Zone 10: The pipelines to be maintained include storm drain facilities constructed by PUP 99/0079.

FC Benefit Zone 11: The pipelines to be maintained include storm drain facilities constructed by CUP 99/0185.

FC Benefit Zone 12: The pipelines to be maintained include storm drain facilities constructed by CUP 98/0081.

FC Benefit Zone 13: The pipelines to be maintained include storm drain facilities constructed by DPR 97/0111.

FC Benefit Zone 14: The flood control improvements to be maintained include facilities that will accommodate the sheet flow from the north and east, as well as the flow generated within FC Benefit Zone 14. The streets within FC Benefit Zone 14 were designed to carry the 10-year flow within the curb and a 100-year flow within the right-of-way. Reinforced concrete pipes, nuisance drainage pipes, catch basins and appurtenances will protect flooding within the tract and convey the flow southerly to the proposed 70'-wide channel that runs along the southerly boundary of FC Benefit Zone 14 to the future Perris Valley Storm Drain Channel. Pending the completion of the Perris Valley Storm Drain Channel, a 10'-wide concrete pad with a 3'-wide gutter at the center of the pad will be constructed at the bottom of the 70'-wide channel.

FC Benefit Zone 14C: Additional flood control improvements to be maintained by FC Benefit Zone 14A include storm drain facilities that will accommodate the flow generated

within Tract 30380. The flow is directed along the public right-of-way into storm drains and then directed to the above-noted storm drain channel.

FC Benefit Zone 15: The flood control improvements to be maintained include facilities that will accommodate the sheet flow from the south, as well as the flow generated within Tract 28986. Along the southern boundary of this development, there are slopes in excess of 30%. There are also steep hills along the western boundary and the southeast corner of the development. The natural drainage pattern continues northerly becoming more moderate with 3-7% slopes with the development ending at a gentle slope.

The tributary drainage and the flow generated within the development is directed northerly through dedicated drainage easements, along the public right-of-way and into storm drains to the project boundary and then directed into drainage easements in the Southern California Edison property. Culverts will accommodate the flow that would otherwise cross the Secondary Access Road.

The permanent storm drain system consists of multiple lines with pipe sizes ranging from 18-inch to 54-inch. All storm drain facilities fall within the street right-of-way except for segments within drainage easements.

FC Benefit Zone 16: The flood control improvements to be maintained include storm drain facilities constructed by Tract 24111. The flow generated within FC Benefit Zone 16 is directed along the public right-of-way into storm drains and then directed to the Perris Valley Storm Drain.

FC Benefit Zone 17: The flood control improvements to be maintained include storm drain facilities constructed by Tract 30382. The flow generated within FC Benefit Zone 17 is directed along the public right-of-way into storm drains and then directed to the Metz Storm Drain.

FC Benefit Zone 18A: The flood control improvements to be maintained include storm drain facilities constructed for Tract 30144 by Tract 20645. The flow generated within FC Benefit Zone 18 is directed along the public right-of-way into storm drains and then directed to the Storm Drain Channel.

FC Benefit Zone 18B: The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31683, as well as, Tracts 20645 and 30144 that will protect flooding within the tract. These facilities include the inlets, reinforced concrete pipes, outlets, and appurtenances that convey the storm drain flow into a Storm Drain Channel.

FC Benefit Zone 19: The flood control improvements to be maintained include storm drain facilities constructed by Tract 26386. The flow generated within FC Benefit Zone 19 is directed along the public right-of-way into storm drains and then directed to the Storm Drain Channel.

FC Benefit Zone 20: The flood control improvements to be maintained include storm drain facilities constructed by DPR 98-0071. The flow generated within FC Benefit Zone 20 is directed along the public right-of-way into storm drains and then directed to the Storm Drain Channel.

**FC Benefit Zone 21:** The flood control improvements to be maintained include storm drain facilities constructed by Tract 30751. The flow generated within FC Benefit Zone 21 is directed along the public right-of-way into storm drains and then directed to the Storm Drain Channel.

**FC Benefit Zone 22:** The flood control improvements to be maintained includes storm drainage facilities that will accommodate the flow of storm water generated within Tract 30490. The flow is initially directed in a southerly direction, along the public right-of-ways, into the catch basins and then into the storm drains.

The flow then heads through a series of storm drains that terminate on Lot A, Tract 30490. The 3-acre lot serves as a detention basin that includes a graded earthen channel that directs the storm water west and parallel to Rider Street back into a storm drain that continues southwesterly under the intersection of Old Evans Road and Rider Street.

The storm drain then continues south along the west side of Old Evans Road and terminates into an area identified as DB4 on the plans prepared by Rick Engineering Company entitled, "Perris Valley Storm Drain, Perris Valley MDP". This 11.9-acre area serves as a detention basin that includes a graded earthen channel that directs the storm water southwesterly along Old Evans Road back into a storm drain that extends to the Perris Valley Storm Drain Channel.

Within this storm drainage system, four hydraulic separators have been placed to dissipate the storm flow and collect pollutants carried from the streets. The storm drainage and hydraulic separators are to be maintained by FC Benefit Zone 22. The basins and channels are being maintained as parks under Benefit Zone 50, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California.

**FC Benefit Zone 23:** The flood control improvements to be maintained include storm drain facilities constructed by Tract 31114. The flow generated within FC Benefit Zone 23 is directed along the public right-of-way into storm drains, through a storm water separator, and then directed to the Storm Drain Channel.

**FC Benefit Zone 24:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31241. These facilities include the reinforced concrete pipes and catch basins that convey the storm drain flow into a detention basin. The detention basin is located within Lots P and Q, Tract 31241. Within this storm drainage system, two hydraulic separators have been placed to dissipate the storm flow and collect pollutants carried from the streets.

**FC Benefit Zone 25:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tracts 30662 and 31564. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets and appurtenances that convey the storm drain flow into channels, bio-swales, debris basins and detention basins, and appurtenant facilities. The channels, bio-swales, debris basins and detention basins are being maintained under City of Perris' Landscape Maintenance District No. 1, Benefit Zone 53.

**FC Benefit Zone 26:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31678. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets and appurtenances that convey the

storm drain flow into a detention basin, an earthen channel and box culverts. Within this storm drainage system is a hydraulic separator, sand filter and detention basin chamber that has been placed to dissipate the storm flow and collect pollutants carried from the streets.

FC Benefit Zone 27: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31226. These facilities include the storm drains, catch basins, hydraulic separator, cleanouts, inlets, outlets and appurtenances.

FC Benefit Zone 28: The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31201. These facilities include a detention basin, along with the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts and appurtenances that convey the storm drain flow in and out of the basin.

FC Benefit Zone 29: The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31178. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets and appurtenances that convey the storm drain flow into the Perris Valley Storm Drain Channel. Within this storm drainage system, a hydraulic separator and diverter manhole have been placed to dissipate the storm flow and collect pollutants carried from the streets.

Included in the maintenance is streets is the twelve-foot wide access road within the thirty-foot wide easement along the west boundary of FC Benefit Zone 29.

FC Benefit Zone 31: The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 29425. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts and appurtenances that convey the storm drain flow into a detention basin/water quality basin.

FC Benefit Zone 32A and 32B: The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tracts 30773 and 31416. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts, hydraulic separators, and appurtenances that convey the storm drain flow into an existing storm drainage system. Reference is made to the off-site storm drainage facilities maintained under FC Benefit Zone 22 for a more detailed description of these existing facilities.

The flow within each of the tracts is directed into different drainage systems. To reflect the benefit received from each drainage system, Tract 30773 is within FC Benefit Zone 32A and Tract 31416 is within FC Benefit Zone 32B.

The flow from FC Benefit Zone 32A is initially directed in a southeasterly direction, through hydraulic separators and dry wells, along the public right-of-ways, into the catch basins and then through a series of storm drains that terminates into said existing storm drain facilities.

The flow from FC Benefit Zone 32B is directed in a westerly direction, through hydraulic separators and dry wells, along the public right-of-ways, into the catch basins and then

into a storm drainage system. The flow is then directed through a series of storm drains that extends to the Perris Valley Storm Drain Channel.

Included in the maintenance of streets is the sidewalk/access road across Lot J, Tract 31416.

**FC Benefit Zone 33:** The pipelines to be maintained include both on and off-site facilities constructed by DPR 01-0123, including the flood control channel along Morgan and Indian Avenues and bordering the development.

**FC Benefit Zone 34:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 32262. Within the storm drainage system to be maintained, Lots Q and R, Tract 32262 and a water quality basin (13.8 ac.) have been placed to direct and dissipate the storm flow and collect pollutants carried from the streets.

Other facilities to be maintained include the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow into the Perris Valley Storm Drain Channel.

**FC Benefit Zone 35A and 35B:** The flood control improvements to be maintained include facilities constructed by Amended Tracts 22832 and 22833 and Tract 33227. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts, hydraulic separators, and appurtenances that convey the storm drain flow into an existing storm drainage system. Reference is made to the off-site storm drainage facilities maintained under FC Benefit Zone 22 for a more detailed description of these existing facilities.

The flow within each of the tracts is directed into different drainage systems. To reflect the benefit received from each drainage system, Tract 33227 is within FC Benefit Zone 35A and Amended Tracts 22832 and 22833 are within FC Benefit Zone 35B.

Within the tract's drainage system, hydraulic separators have been placed to dissipate the storm flow and collect pollutants carried from the streets. The hydraulic separator for Tract 33227 will be assessed to FC Benefit Zone 35A; and the hydraulic separators installed for Amended Tracts 22832 and 22833 will be assessed to FC Benefit Zone 35B.

The Homeowners Association for Tract 33227 will be maintaining the interior streets. Accordingly, FC Benefit Zone 35A will not be assessed for street maintenance. The interior streets within Amended Tracts 22832 and 22833 will be maintained under FC Benefit Zone 35B.

It is also noted that the Homeowners Association for Tract 33227 will be maintaining the private storm drain facilities constructed that are not within the City of Perris' right-of-way.

**FC Benefit Zone 36:** The flood control improvements to be maintained include the storm drain facilities constructed for the Triple Crown Elementary School. These facilities include the 18" storm drain, catch basin (No. 5), inlets and appurtenances within Valencia Street. The transition structure connecting to the on-site 36" storm is to be maintained by the property owner.



Also included are the 18" and 36" storm drain, catch basins (No. 1 through 4), inlets and appurtenances within Orange Avenue. The transition structure connecting to the on-site 36" storm drain is to be maintained by the property owner.

FC Benefit Zone 37: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 04-0343. These facilities include the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow within the public right-of-way and into the Perris Valley Storm Drain Channel.

FC Benefit Zone 38: The flood control improvements to be maintained include the storm drain facilities constructed for the Skyview Elementary School. The facilities include the storm drain, catch basins, inlets, outlets and appurtenances that convey the storm drain flow to the Metz Storm Drain Channel.

FC Benefit Zone 39: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 05-0192. The facilities include the storm drain, catch basins, inlets, outlets and appurtenances and an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel that convey the storm drain flow to the Perris Valley Storm Drain Channel.

FC Benefit Zone 40: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tracts 32793 and 33720. These facilities include the storm drain, catch basins, inlets, outlets, channels, dikes, drains, cleanouts, a water filter unit, and appurtenances.

FC Benefit Zone 41: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 31832. These facilities include the storm drains, catch basins, outlets and appurtenances that convey the storm drain flow into the Perris Valley Storm Drain Channel.

FC Benefit Zone 42: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 31743. These facilities include the retention basin (Parcel C, Parcel Map 31743), as well as, the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow into the basin.

FC Benefit Zone 43: The flood control improvements to be maintained include interior streets and storm drain facilities constructed for Tract 32769. These facilities the detention basin (Lot 20, Tract 32769), as well as, the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow into the basin. After containment, the two-unit pump will bring the flow up to "B" Street, where it will continue in a southerly direction.

FC Benefit Zone 44: The flood control improvements to be maintained include interior streets and storm drain facilities constructed for Tracts 32707 and 32708.

The public storm drain facilities to be maintained include the storm drains, catch basins, channels, drains, dikes, cleanouts, inlets, outlets and appurtenances.

There are also private flood control facilities and appurtenances that will protect flooding within the tracts. Reference is made to the Storm Drain Maintenance Agreement, Tracts 32707 and 32708 between the City of Perris and Stratford Ranch Partners, LLC, as recorded February 8, 2006, as Instrument Number 2006-0098335, in the Office of the

Recorder of the County of Riverside, State of California, and by reference, is hereby made a part of this report to the same extent as if said Agreement was attached hereto.

The Agreement identifies the private improvements as interim facilities that will accommodate the storm flow from Benefit Zone 44 until the surrounding area is developed and the ultimate regional detention basin, water quality basin and permanent storm drain facilities are constructed. These improvements are identified as storm drains, channels, drains, dikes, cleanouts, inlets, outlets, the Markham Water Quality Basin, the Nance Water Quality Basin and appurtenances

Until the regional facilities are constructed, the Agreement sets forth certain requirements for the maintenance and upkeep of these private storm drainage facilities. Within Section 10.3 Annexation to Maintenance Districts, the Agreement requires that "... The City Engineer or designee shall calculate the annual assessment amounts necessary to pay for the maintenance of the Improvements as described herein. The assessment amounts shall be included in the maximum assessment rates(s); however, such amounts will not actually be assessed against the parcels in Tracts 32707 or 32708 unless Developer is in default of this Agreement and fails to cure such default pursuant to Section 8."

FC Benefit Zone 45: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 30780. These facilities include the storm drains, catch basins, hydraulic separators (3), cleanouts, inlets, outlets and appurtenances.

FC Benefit Zone 46: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 32249. These facilities include the storm drains, catch basins, water treatment systems (3), dikes, and appurtenances.

FC Benefit Zone 47: The flood control improvements to be maintained include the interior streets within Tract 31912.

FC Benefit Zone 48: The flood control improvements to be maintained include the storm drain facilities constructed for CUP 06-0158. These public improvements include a concrete flume, storm drain pipes, laterals, catch basins, manholes, transition/junction structures, and appurtenances.

FC Benefit Zone 49: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31660. These facilities include the storm drains, catch basins, water treatment systems (3), Evans channel, Evans junction basin, inlets, drains, and appurtenances.

FC Benefit Zone 50: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 32428. These facilities include the storm drains, catch basins, water treatment systems (2), dikes, inlets, drains, and appurtenances.

FC Benefit Zone 51: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31926. These facilities include the storm drains, catch basins, drains, inlets, outlets, cleanouts and appurtenances.

The storm drain flow will be directed into these facilities and through outlets into the San Jacinto River and into Parcel 1 of Tentative Map 31925. To eliminate pollutants, a bio-swale, also to be maintained, is located at each of the seven outlets. Parcel 1 and the bio-swailes are to be maintained by the District.

FC Benefit Zone 52: The flood control improvements to be maintained include the storm drain facilities constructed for PM 35676. These facilities include the storm drain within Perris Boulevard, including catch basins and appurtenances.

In addition, five laterals into Line G-1, including catch basins and appurtenances are to be maintained. It is noted that the Riverside County Flood Control and Water Conservation District is responsible for the maintenance and upkeep of Line G-1.

Interim Facilities to be maintained include the 12" RCP under 1) Perry Street between Brennan and Indian Avenues, 2) Perry Street between Indian and Barrett Avenues, and 3) Barrett Avenue between Perry Street and Ramona Expressway.

FC Benefit Zone 53: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tracts 31650 and 32406. These facilities include the storm drains, clean water filter units (3), catch basins, drains, outlets, and appurtenances.

FC Benefit Zone 54: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31651. These facilities include the storm drains, clean water filter units (2), catch basins, drains, outlets, and appurtenances.

FC Benefit Zone 55: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31240. These facilities include the storm drains, 14-foot X 4.5-foot reinforced concrete box, catch basins, special connections, inlets, outlets, cleanouts, and appurtenances.

The storm drain flow will be directed into these facilities and through outlets into the Perris Valley Storm Drain Channel. To eliminate pollutants and overflow, the flow is diverted to the retention basin (Lot 115, Tract 31240-1) and the water quality basin (Lot L, Tract 31240-1) prior to discharge into the storm drain channel.

Reference is made to the Lease Agreement by and between the City of Perris and P-Murrieta-20 Partners, LLC (Corman Leigh Communities), and by reference, is hereby made a part of this report to the same extent as if said Agreement was attached hereto. This Agreement sets forth that the retention basin (Lot 115, Tract 32041-1) is to be maintained by Corman Leigh Communities. The water quality basin (Lot L, Tract 31240-1) is to be maintained under Flood Control Maintenance District No. 1.

FC Benefit Zone 56: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 33266. These facilities include a 10X5-foot reinforced concrete box, reinforced concrete pipes, catch basins, manholes, junction structures, inlets, outlets and appurtenances that convey the storm drain flow into a water quality basin (privately maintained).

**FC Benefit Zone 57:** The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 34082. These facilities include high-density polyurethane pipes, catch basins, manholes, and appurtenances that convey the storm drain flow into an interim detention basin (Lots 19 and 21) and a water quality basin (Lot D). Maintenance of the water quality basin is provided under Benefit Zone 81, Landscape Maintenance District No. 1.

**FC Benefit Zone 58:** The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 34073. These facilities include the storm drains, catch basins, cleanouts and appurtenances.

**FC Benefit Zone 59:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 05-0279. These facilities include the storm drains, catch basins, cleanouts and appurtenances.

**FC Benefit Zone 60:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 04-0314. These facilities include the storm drains, catch basins, cleanouts and appurtenances.

**FC Benefit Zone 61:** The flood control improvements to be maintained include the storm drain facilities constructed for PM 34199. These facilities include the force main, storm drains, catch basins, cleanouts and appurtenances.

**FC Benefit Zone 63:** The flood control improvements to be maintained include the storm drain facilities constructed for PM 31677. These facilities include the channels, storm drains, laterals, box culverts, catch basins, and appurtenances.

**FC Benefit Zone 64:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 04-0464. These facilities include the storm drains, interim outlet channel, 16-foot X 4-foot reinforced concrete box, 12-foot X 4-foot reinforced concrete box, catch basins, inlets, outlets, manholes, junction structures, and appurtenances.

**FC Benefit Zone 65:** Superseded by FC Benefit Zone 105.

**FC Benefit Zone 66:** The flood control improvements to be maintained include the storm drain facilities constructed for Tract 33549. These facilities include the storm drains and force main, catch basins, manholes, and appurtenances.

**FC Benefit Zones 67 and 68:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 10-03-0009. These facilities include the earthen channel, storm drains, catch basins, manholes, junction structures, and appurtenances.

**FC Benefit Zone 69:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 07-0045. These facilities include the storm drains, catch basin, manholes, and appurtenances.

**FC Benefit Zone 70:** The flood control improvements to be maintained include the storm drain facilities constructed for the Perris Valley Aquatic Center. These facilities include

the inlet/outlets, storm drains, earthen swale located north of Vista Road, and appurtenances.

FC Benefit Zone 71: The flood control improvements to be maintained include the storm drain facilities constructed for PM 33587. The public facilities include the catch basins, curb inlets, storm drain, and appurtenances and an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel that convey the storm drain flow to the Perris Valley Storm Drain Channel.

The private facilities include a detention basin and appurtenances.

FC Benefit Zone 72: Superseded by FC Benefit Zone 87.

FC Benefit Zone 73: The flood control improvements to be maintained include the storm drain facilities constructed for PM 34131. The public facilities include the catch basins, sidewalk drains, storm drains, drainage channel, drainage swale/de-silt basin/ slope area, rock-lined ditch, and appurtenances.

The private facilities include storm drains, detention basins (2), emergency spillway basin, and appurtenances.

FC Benefit Zone 74: The flood control improvements to be maintained include the storm drain facilities constructed for CUP 12-04-0015. These facilities include the inlet/outlets, storm drains, and appurtenances.

FC Benefit Zone 75: The flood control improvements to be maintained include the storm drain facilities constructed for Tract 24045-1. These facilities include catch basins, storm drains, appurtenances, and an earthen channel extending in an easterly direction from the easterly terminus of Business Park Drive.

FC Benefit Zone 76: The flood control improvements to be maintained include the storm drain facilities constructed for the Southeast High School. There are two categories of improvements to be maintained. The first category of improvements includes catch basins, inlets, 18" storm drain pipe, and appurtenances located within the Evans Road and Lemon Avenue rights-of-way. These improvements shall be maintained under Benefit Zone 76 until a third party other than owner of the area, Val Verde Unified School District, connects to or utilizes these improvements for a third party's benefit. In no case, shall Benefit Zone 76 fund the first category of improvements after the 2021/2022 Fiscal Year.

The second category of improvements are designated to be maintained by Riverside County Flood Control & Water Conservation District (RCFC&WCD) and include approximately 2,200 lineal feet of a double reinforced concrete box, concrete headwall, concrete pads, maintenance access roads with turnaround, gates and chain link fence, approximately 40 lineal feet of an interim inlet structure, and appurtenances. Upon the completion and acceptance of proposed downstream facilities (Line A-H), the second category of improvements will be maintained by RCFC&WCD. In no case, shall Benefit Zone 76 fund the second category of improvements after the 2021/2022 Fiscal Year.

FC Benefit Zone 77: The flood control improvements to be maintained include the interior streets and the storm drain facilities constructed for Tract 30850. The storm drain

facilities include catch basins, inlets and outlets; storm drains; detention basins; drainage easements; and appurtenances.

FC Benefit Zone 78: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 12-05-0013. The storm drain facilities include a catch basin, storm drain and appurtenances.

FC Benefit Zone 79: Superseded by FC Benefit Zone 84.

FC Benefit Zone 80: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel 2, PM 36462. The storm drain facilities include catch basins, storm drains and appurtenances.

FC Benefit Zone 81: The flood control improvements to be maintained include the storm drain facilities constructed for PM 36469. The storm drain facilities include catch basins, storm drains and appurtenances.

FC Benefit Zone 82: The flood control improvements to be maintained include the storm drain facilities constructed for PM 36540. The storm drain facilities include catch basins, storm drains, and appurtenances.

FC Benefit Zone 83: The flood control improvements to be maintained include the storm drain facilities constructed for Clearwater Elementary School. The storm drain facilities include a catch basin, storm drains, and appurtenances.

FC Benefit Zone 84: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel 1, PM 36462. The storm drain facilities include catch basins, storm drains, reinforced concrete box culvert and appurtenances.

FC Benefit Zone 85: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 07-09-0018. There are two categories of public improvements to be maintained. The first category of improvements includes the flood control facilities constructed under DPR 07-09-0018. These improvements consist of pipes that direct overflow to Harley Knox Boulevard and Nance Street. The second category of improvements includes flood control facilities to be constructed in the future. These improvements consist of a catch basin, storm drains, and appurtenances

FC Benefit Zone 86: The flood control improvements to be maintained include storm drain facilities constructed for PM 37043. The public storm drain facilities to be maintained include catch basins; storm drains; and, an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel.

FC Benefit Zone 87: The flood control improvements to be maintained include storm drain facilities constructed for PM 36010. The public storm drain facilities to be maintained include catch basins, under-sidewalk drains and inlets; storm drains; three culverts (reinforced concrete box culvert); double reinforced concrete box; street undercrossings; emergency spillway; appurtenances; and, an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel that conveys the storm drain flow to the Perris Valley Storm Drain Channel.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities are further identified as follows:

- 1,350 lineal feet combination concrete trapezoidal channel and underground storm drain system with a concrete bulkhead at its upstream terminus (Line E-Stage 2)
- Maintenance Road adjacent to Line E-Stage 2
- Lift Station
- 50 lineal feet of double reinforced concrete box (Line 2)
- 70 lineal feet of reinforced concrete box (Line 3)
- 1,740 lineal feet combination reinforced concrete box, 48" and 54" reinforced concrete pipes underground storm drain system and its associated transition structure (Lat E-4)

**FC Benefit Zone 88:** The flood control improvements to be maintained include storm drain facilities constructed for CUP 15-05056. The public storm drain facilities to be maintained include a catch basin; storm drain; and, a concrete swale, including grated drop inlet.

**FC Benefit Zone 89:** The flood control improvements to be maintained include storm drain facilities constructed for CUP 14-09-0001. The public storm drain facilities to be maintained include an under-sidewalk drain/catch basin; storm drains; and, a concrete channel.

**FC Benefit Zone 90:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 05-0477. The public storm drain facilities to be maintained include catch basins; inlets and outlets; storm drains; and, a reinforced concrete box.

**FC Benefit Zone 91:** The flood control improvements to be maintained include storm drain facilities constructed for Parcel Map 36726. The public storm drain facilities to be maintained include catch basins, inlets and outlets; storm drains; and, a flow interception ditch along Webster Avenue.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities include outlets and connections, 54" and 72" storm drains, and reinforced concrete boxes.

**FC Benefit Zone 92:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 06-0140. The public storm drain facilities to be maintained include an under-sidewalk drain, channel and storm drains; and, downstream facilities within Patterson Avenue, including catch basins, storm drains and a reinforced concrete box extending to the Oleander Storm Drain Channel.

**FC Benefit Zone 93:** The flood control improvements to be maintained include storm drain facilities constructed for Parcel 1, PM 36512 and Parcel 1, PM 36582. The public storm drain facilities to be maintained include catch basins, bulkheads and headwalls and storm drain pipe.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities include 48", 54", 60", 66", 78" and 90" reinforced concrete pipes, bulkheads and headwalls, and reinforced concrete boxes.

**FC Benefit Zone 94:** The flood control improvements to be maintained include storm drain facilities constructed for PM 36678. The public storm drain facilities to be maintained include catch basins and storm drain pipe.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities include 42" and 48" reinforced concrete pipes and 2,290 lineal feet of reinforced concrete box.

**FC Benefit Zone 95:** The flood control improvements to be maintained consist of storm drain facilities constructed and maintained under FC Benefit Zone 74. Twenty-five percent of the costs incurred by FC Benefit Zone 74 are to be contributed by FC Benefit Zone 95.

**FC Benefit Zone 96:** The flood control improvements to be maintained include storm drain facilities constructed for PM 37055. These facilities include catch basins, 18-inch and 24-inch storm drain, a 5-foot X 2-foot reinforced concrete box, 20% of the 8-foot X 6-foot reinforced concrete box along the north boundary of PM 37055 to Patterson Avenue, and 20% of the 5-foot X 2-foot reinforced concrete box from the intersection of Harley Knox Boulevard and Paterson Avenue extending 1,332 lineal feet then extending east in Oleander Avenue 2,210 lineal feet to the Oleander Storm Drain Channel.

**FC Benefit Zones 97, 98, and 99:** The flood control improvements to be maintained include storm drain facilities constructed for Tracts 36988, 36989, 37262. The first category of improvements includes the flood control facilities that will protect flooding within each benefit zone. These facilities include water quality basins, catch basins, reinforced concrete storm drain pipes, inlets, outlets, Green Valley Parkway bridge crossing over the Romoland Channel, culverts under Ethanac Road, and other appurtenances that collect, channel and convey the storm drain flow.

The second category of improvements to be maintained includes:

- West Elm Parkway from Goetz Road to Green Valley Parkway,
- Green Valley Parkway from the northeast corner of Tract 37262 to Murrieta Road, and
- Interior streets within the tracts. Maintenance of the street improvements includes annual inspections, slurry seal, grind and overlay of existing pavement, and the replacement of damaged pavement, curb, gutter, and sidewalk.



**FC Benefit Zone 100:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 16-00015. The improvements include an 18-inch reinforced concrete pipe (RCP) extending from DPR 16-00015 to the existing 24-inch RCP in Markham Street; catch basin, lateral and 20% contribution towards the 84-inch RCP in Indian Avenue abutting DPR 16-00015; and, 20% contribution towards an earthen channel and facilities along the north side of the Ramona Expressway extending from Indian Avenue to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 101:** The flood control improvements to be maintained include storm drain facilities constructed for CUP 16-05168. The public storm drain facilities to be maintained include catch basins, storm drain pipes and box culverts.

**FC Benefit Zone 102:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 06-0059. The public storm drain facilities to be maintained include a catch basin, outlet, under sidewalk drain, dikes and storm drain pipes.

**FC Benefit Zone 103:** The flood control improvements to be maintained include storm drain facilities constructed for PM 37187. The public storm drain facilities to be maintained improvements include catch basins, storm drain pipes, and an earthen channel and facilities along the north side of the Ramona Expressway extending from Indian Avenue to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 104:** The flood control improvements to be maintained include storm drain facilities constructed for PM 35268. There are two categories of improvements to be maintained under Benefit Zone 104. The first category of improvements includes catch basins, inlets, headwall, median drains, and storm drain pipe.

The second category of improvements includes a 10-foot by 5-foot reinforced concrete box (RCB) and a 20-foot wide concrete channel leading from the RCB to the privately maintained detention basin. Improvements within the second category are to be maintained on an interim basis pending the completion of certain master plan facilities. At that time, the channel and detention basin are to be abandoned and the RCB is to be maintained by Riverside County Flood Control and Water Conservation District. Costs for the maintenance of the second category of improvements are shared with Benefit Zone 105, based on the net area within each Benefit Zone.

**FC Benefit Zone 105:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 06-0635. There are two categories of improvements to be maintained under Benefit Zone 105. The first category of improvements includes catch basins, median drains, and storm drain pipe.

The second category of improvements includes a 10-foot by 5-foot reinforced concrete box (RCB) and a 20-foot wide concrete channel leading from the RCB to the privately maintained detention basin. Improvements within the second category are to be maintained on an interim basis pending the completion of certain master plan facilities. At that time, the channel and detention basin are to be abandoned and the RCB is to be maintained by Riverside County Flood Control and Water Conservation District. Costs for the maintenance of the second category of improvements are shared with Benefit Zone 104, based on the net area within each Benefit Zone.

**FC Benefit Zone 106:** The flood control improvements to be maintained include catch basins, storm drain pipe and a detention basin constructed under PM 33266 (FC Benefit Zone 56) that benefit PM 35762. Assessments levied under FC Benefit Zone 106 fund, in part, costs incurred by FC Benefit Zone 56.

**FC Benefit Zone 108:** The flood control improvements to be maintained include drain facilities constructed for DPR 16-00013. There are two categories of improvements to be maintained under Benefit Zone 108.

The first category of improvements includes a catch basin, reinforced concrete (RCP) storm drain pipe, and appurtenances, all located within the public right-of-way. Improvements within this category are to be maintained by Benefit Zone 108 in perpetuity.

The second category of improvements include 36-inch RCP and a 6-foot wide concrete channel leading from the 30-inch RCP to the Perris Valley Storm Drain Channel. Improvements within the second category are to be maintained on an interim basis pending the completion of certain master plan facilities. At that time, it is anticipated that the channel will be abandoned.

**FC Benefit Zone 109:** The flood control improvements to be maintained include drain facilities constructed for the northwest corner of the intersection of Perris Boulevard and Ramona Expressway. The improvements to be maintained under Benefit Zone 109 include a Reinforced concrete storm drain pipe and appurtenances, and a contribution, based on frontage, towards the maintenance of the channel that extends to and from the property easterly to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 110:** The flood control improvements to be maintained include storm drain facilities constructed under PR 17-05194. The public storm drain facilities to be maintained include a catch basin, storm drain pipe, and appurtenances. It is noted that the catch basin and a portion of the storm drain pipe to be maintained are located within the property line. The remaining improvements are located within the public right-of-way.

**FC Benefit Zone 111:** The flood control improvements to be maintained include storm drain facilities that will accommodate the storm flow and protect PM 37304 from inundation. The facilities include catch basins, storm drain pipes, and appurtenances all located in the public right-of-way.

**FC Benefit Zone 112:** The flood control improvements to be maintained include storm drain facilities that will accommodate the storm flow and protect PM 37343 from inundation. The improvements to be maintained include catch basins, storm drain pipes, and appurtenances.

**FC Benefit Zone 113:** The improvements to be maintained under TR 32497 include catch basins, storm drain pipes, and appurtenances all located within the public right-of-way.

It is noted that all private on-site storm drainage facilities and basins identified within the property line are to be maintained by the Homeowner's Association and not the City of Perris.

FC Benefit Zone 114: The improvements to be maintained under PM 36770 include catch basins, storm drain pipes, and appurtenances all located within the public right-of-way.

FC Benefit Zone 115: The improvements to be maintained under PM 37278 include a catch basin, storm drain pipes, and appurtenances all located in the public right-of-way.

FC Benefit Zone 116: The improvements to be maintained under DPR 19-00003 include an inlet, catch basins, storm drain pipes, and appurtenances all located in the public right-of-way. Improvements are to be maintained on an interim basis pending the completion of certain master planned facilities.

FC Benefit Zone 117: The improvements to be maintained under DPR 18-00006 include curb drains and appurtenances all located in the public right-of-way.

FC Benefit Zone 118: The flood control improvements to be maintained include drain facilities constructed for PM 37278. There are two categories of improvements to be maintained under Benefit Zone 118.

The first category of improvements are to be maintained in perpetuity and includes two catch basins, storm drain pipes, and appurtenances all located in the public right-of-way.

The second category of improvements are to be maintained on an interim basis pending the completion of certain master plan facilities and acceptance by Riverside County Flood Control and Water Conservation District (RCFC&WCD). This category includes two catch basins, storm drain pipes, a reinforced concrete box, transition structure to collect runoff discharge from the existing drainage facility to the west, convey it through the property, and discharge the flow into the existing box culvert at the intersection of Indian Ave.

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

Plans and Specifications for the Flood Control Benefit Zone improvements are voluminous and not bound in this report, but by this reference, are incorporated and made a part of this report. The plans and specifications are on file at the City, where they are available for public inspection.

Unless noted otherwise, all private on-site storm drain facilities and basins identified within the property line are to be maintained by the property owner and not the City of Perris.

The boundaries of the FC Benefit Zones of FCMD No. 1 are shown on Exhibit A.

### **III. ESTIMATE OF COSTS**

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The 1982 Act provides that the estimated costs of the improvements shall include the total cost of the improvements for Fiscal Year 2021/22, including incidentals, which may include a 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January.

The 1982 Act also provides that the amount of any surplus, deficit, or contribution be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within each FC Benefit Zone is the total cost of maintenance and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

Estimated costs of improvements for the FC Benefit Zones are voluminous and not bound in this report, but by this reference, are incorporated and made a part of this report. The estimated costs are on file at the City, where they are available for public inspection.



**FISCAL YEAR 2021/22 COST ESTIMATE  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS**

Benefit Zone	Projected FY2020/21 Surplus/(Deficit)	FY2021/22 Assessment	Subtotal Funds	Maintenance	Slurry Seal	Subtotal Costs	Systems			Street Reserve	Channel, Reserves & Projects	Estimated End of Year
							Management	Tax Roll Reserve	Management			
FC 2	\$-61,853.09	\$12,503.28	\$-49,349.81	\$42,215.00	\$0.00	\$42,215.00	\$13,361.39	\$21,107.50	\$0.00	\$0.00	-\$126,033.70	
FC 5	-39,143.62	2,512.50	-36,631.12	10,964.00	0.00	10,964.00	3,470.19	5,482.00	0.00	0.00	-56,547.31	
FC 6	60,541.38	14,522.90	75,064.28	7,451.00	0.00	7,451.00	2,358.30	3,725.50	0.00	0.00	61,529.48	
FC 14	93,987.00	70,303.25	164,290.25	16,515.00	0.00	16,515.00	5,227.13	8,257.50	0.00	0.00	134,290.62	
FC 15	261,794.14	7,206.15	269,000.29	26,607.00	0.00	26,607.00	8,421.33	13,303.50	0.00	0.00	220,668.46	
FC 16	55,423.89	18,916.31	74,340.20	16,331.00	0.00	16,331.00	5,168.89	8,165.50	0.00	0.00	44,674.81	
FC 17	56,018.59	6,388.66	62,407.25	7,091.00	0.00	7,091.00	2,244.36	3,545.50	0.00	0.00	49,526.39	
FC 18A	23,054.60	4,316.03	27,370.63	7,617.00	0.00	7,617.00	2,410.84	3,808.50	0.00	0.00	13,534.29	
FC 18B	-5,554.66	3,351.16	-2,203.50	1,667.00	0.00	1,667.00	527.62	833.50	8,505.24	0.00	-13,736.86	
FC 19	-874.37	1,502.49	628.12	2,354.00	0.00	2,354.00	745.06	1,177.00	0.00	0.00	-3,647.94	
FC 21	17,978.40	3,782.18	21,760.58	2,015.00	0.00	2,015.00	637.76	1,007.50	0.00	0.00	18,100.32	
FC 22	37,606.81	41,224.30	78,831.11	43,703.00	0.00	43,703.00	13,832.35	21,851.50	0.00	0.00	-555.74	
FC 23	38,491.21	5,362.08	43,853.29	5,830.00	0.00	5,830.00	1,845.24	2,915.00	0.00	0.00	33,263.05	
FC 24	530,257.99	79,157.31	609,415.30	24,610.00	79,812.00	104,422.00	7,789.26	52,211.00	489,424.19	0.00	-44,431.15	
FC 25	990,699.94	126,709.68	1,117,409.62	47,797.00	243,216.00	291,013.00	15,128.13	145,506.50	755,373.03	0.00	-89,611.04	
FC 26	72,041.51	24,325.42	96,366.93	7,902.00	0.00	7,902.00	2,501.05	3,951.00	21,859.88	60,153.00	0.00	
FC 28	204,903.72	23,396.12	228,299.84	6,164.00	24,678.00	30,842.00	1,950.96	15,421.00	185,934.11	0.00	-5,848.23	
FC 29	317,663.37	44,468.84	362,132.21	22,501.00	61,938.00	84,439.00	7,121.75	42,219.50	255,690.06	0.00	-27,338.10	
FC 31	769,044.60	110,985.58	880,030.18	24,971.00	0.00	24,971.00	7,903.52	12,485.50	745,470.68	89,199.48	0.00	
FC 32A	52,345.96	15,656.59	68,002.55	9,092.00	0.00	9,092.00	2,877.69	4,546.00	48,836.63	2,650.23	0.00	
FC 32B	295,432.88	49,730.37	345,163.25	27,056.00	133,758.00	160,814.00	8,563.44	80,407.00	52,814.29	42,564.52	0.00	





Benefit Zone	Projected FY2020/21 Surplus/(Deficit)	FY2021/22 Assessment	Systems										Channel, Reserves & Projects		Estimated End of Year
			Subtotal Funds	Maintenance	Slurry Seal	Subtotal Costs	Management	Tax Roll Reserve	Street Reserve	Reserve	Projects				
FC 33	5,626.28	2,422.05	8,048.33	2,567.00	0.00	2,567.00	812.48	1,283.50	0.00	3,385.35	0.00	0.00	0.00	0.00	
FC 34	367,591.11	71,638.76	439,229.87	57,218.00	0.00	57,218.00	18,109.96	28,609.00	335,210.35	82.56	0.00	0.00	0.00	0.00	
FC 35B	169,963.35	27,628.28	197,591.63	6,674.00	0.00	6,674.00	2,112.37	3,337.00	183,136.87	2,331.39	0.00	0.00	0.00	0.00	
FC 36	6,526.31	6,691.23	13,217.54	2,381.00	0.00	2,381.00	753.61	1,190.50	0.00	8,892.43	0.00	0.00	0.00	0.00	
FC 37	26,599.33	5,720.00	32,319.33	4,668.00	0.00	4,668.00	1,477.46	2,334.00	0.00	23,839.87	0.00	0.00	0.00	0.00	
FC 38	28,050.38	2,838.37	30,888.75	2,598.00	0.00	2,598.00	822.29	1,299.00	0.00	26,169.46	0.00	0.00	0.00	0.00	
FC 39	201,232.96	30,044.56	231,277.52	12,149.00	0.00	12,149.00	3,845.26	6,074.50	0.00	209,208.76	0.00	0.00	0.00	0.00	
FC 40	202,987.66	26,056.25	229,043.91	16,955.00	0.00	16,955.00	5,366.39	8,477.50	73,372.18	124,872.84	0.00	0.00	0.00	0.00	
FC 41	55,637.27	10,974.92	66,612.19	7,358.00	0.00	7,358.00	2,328.87	3,679.00	0.00	53,246.32	0.00	0.00	0.00	0.00	
FC 43	0.00	7,500.06	7,500.06	1,333.00	0.00	1,333.00	421.91	666.50	0.00	5,078.65	0.00	0.00	0.00	0.00	
FC 44	723,949.98	93,007.52	816,957.50	32,881.00	0.00	32,881.00	10,407.10	16,440.50	489,605.21	267,623.69	0.00	0.00	0.00	0.00	
FC 45	419,568.22	45,170.56	464,738.78	26,388.00	78,570.00	104,958.00	8,352.01	52,479.00	224,380.19	74,569.58	0.00	0.00	0.00	0.00	
FC 46	548,624.40	61,369.02	609,993.42	24,557.00	0.00	24,557.00	7,772.49	12,278.50	473,397.05	91,988.38	0.00	0.00	0.00	0.00	
FC 48	149,322.71	13,557.09	162,879.80	12,015.00	0.00	12,015.00	3,802.84	6,007.50	0.00	141,054.46	0.00	0.00	0.00	0.00	
FC 49	538,524.67	72,414.96	610,939.63	39,218.00	0.00	39,218.00	12,412.81	19,609.00	249,326.07	290,373.75	0.00	0.00	0.00	0.00	
FC 50	153,535.55	29,796.03	183,331.58	24,138.00	43,308.00	67,446.00	7,639.87	33,723.00	25,941.95	48,580.76	0.00	0.00	0.00	0.00	
FC 51	587,953.22	88,220.87	676,174.09	38,242.00	0.00	38,242.00	12,103.90	19,121.00	271,147.13	335,560.06	0.00	0.00	0.00	0.00	
FC 52	400,400.19	38,250.26	438,650.45	6,356.00	0.00	6,356.00	2,011.73	3,178.00	0.00	427,104.72	0.00	0.00	0.00	0.00	
FC 53	266,118.36	27,819.36	293,937.72	10,551.00	0.00	10,551.00	3,339.48	5,275.50	159,405.00	115,366.74	0.00	0.00	0.00	0.00	
FC 56	30,460.47	18,809.18	49,269.65	20,698.00	0.00	20,698.00	6,551.08	10,349.00	0.00	11,671.57	0.00	0.00	0.00	0.00	
FC 57	113,857.41	13,170.17	127,027.58	7,008.00	0.00	7,008.00	2,218.09	3,504.00	0.00	114,297.49	0.00	0.00	0.00	0.00	



Benefit Zone	Projected FY2020/21		FY2021/22		Subtotal Funds	Maintenance	Slurry Seal	Subtotal Costs	Systems Management		Tax Roll Reserve	Street Reserve	Channel, Reserves & Projects	Estimated End of Year
	Surplus/(Deficit)	Assessment	Assessment	Assessment					Management	Management				
FC 60	1,091.60	1,069.64	1,069.64	1,069.64	2,161.24	1,397.00	0.00	1,397.00	442.16	442.16	698.50	0.00	0.00	-376.42
FC 61	561.39	2,946.05	2,946.05	2,946.05	3,507.44	2,161.00	0.00	2,161.00	683.97	683.97	1,080.50	0.00	0.00	-418.03
FC 63	14,041.55	7,814.40	7,814.40	21,855.95	5,244.00	5,244.00	0.00	5,244.00	1,659.77	1,659.77	2,622.00	0.00	12,330.18	0.00
FC 64	148,540.84	47,107.00	47,107.00	195,647.84	26,083.00	26,083.00	0.00	26,083.00	8,255.48	8,255.48	13,041.50	0.00	148,267.86	0.00
FC 67	9,655.67	3,005.60	3,005.60	12,661.27	1,616.00	1,616.00	0.00	1,616.00	511.48	511.48	808.00	0.00	9,725.79	0.00
FC 68	13,690.46	2,205.71	2,205.71	15,896.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,896.17	0.00
FC 69	8,647.02	1,563.53	1,563.53	10,210.55	730.00	730.00	0.00	730.00	231.05	231.05	365.00	0.00	8,884.50	0.00
FC 70	43,472.29	6,478.64	6,478.64	49,950.93	1,501.00	1,501.00	0.00	1,501.00	475.08	475.08	750.50	0.00	47,224.35	0.00
FC 71	142,049.16	28,468.96	28,468.96	170,518.12	16,896.00	16,896.00	0.00	16,896.00	5,347.72	5,347.72	8,448.00	0.00	139,826.40	0.00
FC 73	389,418.29	58,394.87	58,394.87	447,813.16	4,598.00	4,598.00	0.00	4,598.00	1,455.30	1,455.30	2,299.00	0.00	439,460.86	0.00
FC 74	46,314.64	8,094.47	8,094.47	54,409.11	8,683.00	8,683.00	0.00	8,683.00	2,748.24	2,748.24	4,341.50	0.00	38,636.37	0.00
FC 75	-9,770.08	536.87	536.87	-9,233.21	3,872.00	3,872.00	0.00	3,872.00	1,225.52	1,225.52	1,936.00	0.00	0.00	-16,266.73
FC 76	85,973.08	51,727.75	51,727.75	137,700.83	17,117.00	17,117.00	0.00	17,117.00	5,417.67	5,417.67	8,558.50	0.00	106,607.66	0.00
FC 77	711,792.94	220,953.77	220,953.77	932,746.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	574,678.70	358,068.01	0.00
FC 78	-8,990.63	173.41	173.41	-8,817.22	7,871.00	7,871.00	0.00	7,871.00	2,491.23	2,491.23	3,935.50	0.00	0.00	-23,114.95
FC 80	4,846.41	3,374.95	3,374.95	8,221.36	5,463.00	5,463.00	0.00	5,463.00	1,729.08	1,729.08	2,731.50	0.00	0.00	-1,702.22
FC 81	20,121.44	5,638.20	5,638.20	25,759.64	1,660.00	1,660.00	0.00	1,660.00	525.40	525.40	830.00	0.00	22,744.24	0.00
FC 82	-391.27	1,514.50	1,514.50	1,123.23	1,142.00	1,142.00	0.00	1,142.00	361.45	361.45	571.00	0.00	0.00	-951.22
FC 83	-2,896.27	569.91	569.91	-2,326.36	472.25	472.25	0.00	472.25	149.47	149.47	236.13	0.00	0.00	-3,184.21
FC 84	10,770.78	11,250.87	11,250.87	22,021.65	16,925.00	16,925.00	0.00	16,925.00	5,356.90	5,356.90	8,462.50	0.00	0.00	-8,722.75
FC 85	-3,099.64	1,337.30	1,337.30	-1,762.34	2,746.00	2,746.00	0.00	2,746.00	869.13	869.13	1,373.00	0.00	0.00	-6,750.47





Benefit Zone	Projected FY2020/21		FY2021/22		Subtotal Funds	Maintenance	Slurry Seal	Subtotal Costs	Systems Management	Tax Roll Reserve	Street Reserve	Channel, Reserves & Projects	Estimated End of Year
	Surplus/(Deficit)	Assessment	Assessment	Assessment									
FC 86	1,063.05	770.55	1,833.60	1,132.45	0.00	1,132.45	0.00	1,132.45	358.43	566.23	0.00	0.00	-223.51
FC 87	299,782.77	78,681.76	378,464.53	15,323.00	0.00	15,323.00	0.00	15,323.00	4,849.85	7,661.50	0.00	350,630.18	0.00
FC 88	1,430.04	487.69	1,917.73	1,198.75	0.00	1,198.75	0.00	1,198.75	379.41	599.38	0.00	0.00	-259.81
FC 90	6,070.88	2,053.30	8,074.18	2,948.05	0.00	2,948.05	0.00	2,948.05	933.08	1,474.03	0.00	2,719.02	0.00
FC 91	115,710.23	48,808.69	164,518.92	5,125.00	0.00	5,125.00	0.00	5,125.00	1,622.10	2,562.50	0.00	155,209.32	0.00
FC 92	14,041.28	5,756.63	19,797.91	291.17	0.00	291.17	0.00	291.17	92.16	145.59	0.00	19,268.99	0.00
FC 93	58,746.47	52,312.28	111,058.75	47,193.00	0.00	47,193.00	0.00	47,193.00	14,936.96	23,596.50	0.00	25,332.29	0.00
FC 94	6,505.35	6,505.35	13,010.70	4,119.16	0.00	4,119.16	0.00	4,119.16	1,303.75	2,059.58	0.00	5,528.21	0.00
FC 94	0.00	30,258.90	30,258.90	25,649.09	0.00	25,649.09	0.00	25,649.09	8,118.14	12,824.55	0.00	0.00	-16,332.88
FC 95	3,952.46	1,976.23	5,928.69	1,824.45	0.00	1,824.45	0.00	1,824.45	577.45	912.23	0.00	2,614.56	0.00
FC 96	24,113.43	12,056.74	36,170.17	10,838.00	0.00	10,838.00	0.00	10,838.00	3,430.31	5,419.00	0.00	16,482.86	0.00
FC 100	25,750.91	13,533.35	39,284.26	1,769.00	0.00	1,769.00	0.00	1,769.00	559.90	884.50	0.00	36,070.86	0.00
FC 101	2,219.49	2,230.57	4,450.06	3,366.67	0.00	3,366.67	0.00	3,366.67	1,055.58	1,683.34	0.00	0.00	-1,665.53
FC 102	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 103	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 104	0.00	12,416.08	12,416.08	13,841.17	0.00	13,841.17	0.00	13,841.17	4,380.84	6,920.59	0.00	0.00	-12,726.52
FC 105	0.00	2,182.19	2,182.19	505.68	0.00	505.68	0.00	505.68	160.05	252.84	0.00	1,263.62	0.00
FC 106	4,817.77	2,408.87	7,226.64	526.39	0.00	526.39	0.00	526.39	166.61	263.20	0.00	6,270.44	0.00
FC 108	12,288.59	12,350.03	24,638.62	17,127.61	0.00	17,127.61	0.00	17,127.61	5,421.03	8,563.81	0.00	0.00	-6,473.83
FC 109	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 110	1,034.28	1,034.28	2,068.56	1,034.28	0.00	1,034.28	0.00	1,034.28	327.36	517.14	0.00	189.78	0.00





Benefit Zone	Projected FY2020/21 Surplus/(Deficit)	FY2021/22 Assessment	Subtotal Funds	Maintenance	Slurry Seal	Subtotal Costs	Systems Management	Tax Roll Reserve	Street Reserve	Channel, Reserves & Projects	Estimated End of Year
FC 111	0.00	4,541.91	4,541.91	2,405.00	0.00	2,405.00	761.20	1,202.50	0.00	173.21	0.00
FC 112	0.00	3,900.59	3,900.59	5,184.59	0.00	5,184.59	1,640.96	2,592.30	0.00	0.00	-5,517.26
FC 114	0.00	5,283.44	5,283.44	6,620.50	0.00	6,620.50	2,095.44	3,310.25	0.00	0.00	-6,742.75
<b>TOTALS</b>	\$10,969,706.75	\$2,123,196.53	\$13,092,903.28	\$1,010,606.26	\$665,280.00	\$1,675,886.26	\$3,19,864.97	\$837,943.19	\$5,623,508.81	\$5,114,879.21	-\$479,179.16

NOTE: Totals may not foot due to rounding.

	FY 2021/22
<b>Systems Management</b>	
Administration & Operations	\$294,465.00
Office of the City Clerk	1,900.00
Assessment Engineering	18,500.00
County Charges	5,000.00
<b>Total Systems Management</b>	<b>\$319,865.00</b>

## **IV. METHOD OF ASSESSMENT**

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The following is the approved assessment methodologies for the FC Benefit Zones:

### **A. BACKGROUND**

The Benefit Assessment Act of 1982 provides that assessments may be apportioned upon all assessable lots or parcels of land within an assessment district in proportion to the estimated benefits to be received by each lot or parcel from the improvements. In addition, Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

Proposition 218 provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel. A special benefit is a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within a FC Benefit Zone. The general enhancement of property value does not constitute a special benefit.

### **B. SPECIAL BENEFIT**

The continued maintenance of flood control improvements installed by developers was guaranteed through the establishment of a FC Benefit Zone. These facilities were constructed as a condition of subdivision and development. Parcels within the District could not have been approved for development without a funding mechanism that provides for the maintenance of these facilities. Thus, the ability to establish each distinct and separate lot which permits the construction of a building or structure on the property and the ownership and sale of the distinct lot in perpetuity is a particular and distinct special benefit conferred only to the real property located in the FC Benefit Zones.

### **C. GENERAL BENEFIT**

The drainage facilities are located within and/or immediately adjacent to properties within the FC Benefit Zones. They were installed and are maintained particularly and solely to serve, and for the benefit of, the properties within the FC Benefit Zones. Any benefit received by properties outside of the FC Benefit Zones is inadvertent and unintentional. Therefore, any general benefits associated with the storm drainage facilities of the FC Benefit Zones are merely incidental, negligible, and non-quantifiable.

### **D. APPORTIONMENT**

The assessments are based on the assignment of benefit units to each parcel. Within each respective benefit zone, a benefit unit is equal to a single family home, or in non-residential areas a benefit unit is equal to one acre. The proposed assessment, number of benefit units and the assessment per benefit unit, by FC Benefit Zone, are listed in the following table.



**FISCAL YEAR 2021/22 ASSESSMENT ROLL (BY FC BENEFIT ZONE)  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS**

Benefit Zone	Benefit Units	Flood Control				Street Repair			Total
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	
FC 1	111.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FC 2	708.00	17.66	12,503.28	17.66	12,503.28	0.00	0.00	0.00	12,503.28
FC 3	620.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 4	38.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 5	100.00	25.13	2,512.50	45.34	4,534.00	0.00	0.00	0.00	2,512.50
FC 6	40.22	361.09	14,522.90	526.69	21,183.34	0.00	0.00	0.00	14,522.90
FC 7	5.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 8	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 9	19.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 10	112.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 11	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 12	0.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 14A	322.00	36.03	11,601.42	37.01	11,915.66	0.00	0.00	0.00	11,601.42
FC 14B	1,094.00	36.03	39,416.00	37.01	40,483.65	0.00	0.00	0.00	39,416.00
FC 14C	142.00	135.82	19,285.83	141.63	20,110.94	0.00	0.00	0.00	19,285.83
FC 15	310.00	23.25	7,206.15	372.14	115,363.01	0.00	0.00	0.00	7,206.15
FC 16	181.00	104.51	18,916.31	110.13	19,932.70	0.00	0.00	0.00	18,916.31
FC 17	109.00	58.61	6,388.66	81.15	8,845.51	0.00	0.00	0.00	6,388.66
FC 18A	92.00	46.91	4,316.03	50.09	4,608.32	0.00	0.00	0.00	4,316.03
FC 18B	15.00	85.58	1,283.70	85.58	1,283.72	137.83	2,067.46	137.83	3,351.16





Benefit Zone	Benefit Units	Flood Control			Dollar Levied per Unit	Street Repair			Total
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit		Maximum Assessment	FY 2021/22 Assessment	Max Dollar per Unit	
FC 19	33.00	45.53	1,502.49	45.54	1,502.75	0.00	0.00	0.00	1,502.49
FC 20	8.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FC 21	58.00	65.21	3,782.18	75.50	4,379.23	0.00	0.00	0.00	3,782.18
FC 22	494.00	83.45	41,224.30	83.45	41,226.00	0.00	0.00	0.00	41,224.30
FC 23	103.00	52.06	5,362.08	68.74	7,080.37	0.00	0.00	0.00	5,362.08
FC 24	200.00	93.31	18,662.00	146.06	29,211.27	302.48	60,495.31	302.48	60,495.31
FC 25	519.00	89.86	46,637.34	120.50	62,539.26	154.28	80,072.34	154.28	80,072.34
FC 26	67.00	270.64	18,132.88	362.91	24,315.00	92.43	6,192.54	92.43	6,192.54
FC 27	81.00	0.00	0.00	95.21	7,711.91	0.00	0.00	166.20	13,462.28
FC 28	95.00	49.77	4,728.15	92.65	8,801.85	196.50	18,667.97	196.50	18,667.97
FC 29	147.00	117.78	17,313.66	123.03	18,084.91	184.73	27,155.18	184.73	27,155.18
FC 31	378.00	86.13	32,557.14	92.40	34,925.41	207.48	78,428.44	207.48	78,428.44
FC 32A	89.00	111.37	9,911.93	113.23	10,077.06	64.55	5,744.66	64.55	5,744.66
FC 32B	304.00	99.04	30,108.16	106.76	32,454.87	64.55	19,622.21	64.55	19,622.21
FC 33	1.00	2,422.05	2,422.05	4,325.43	4,325.43	0.00	0.00	0.00	2,422.05
FC 34	334.00	87.44	29,204.96	144.87	48,386.43	127.05	42,433.80	127.05	42,433.80
FC 35A	94.00	0.00	0.00	51.33	4,824.87	0.00	0.00	0.00	0.00
FC 35B	153.00	30.06	4,599.18	78.80	12,056.15	150.52	23,029.10	150.52	23,029.10
FC 36	9.52	702.86	6,691.23	722.43	6,877.58	0.00	0.00	0.00	6,691.23
FC 37	1.00	5,720.00	5,720.00	8,448.13	8,448.13	0.00	0.00	0.00	5,720.00
FC 38	1.00	2,838.37	2,838.37	5,900.27	5,900.27	0.00	0.00	0.00	2,838.37



Benefit Zone	Benefit Units	Flood Control				Street Repair			Total	
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit		Maximum Assessment
FC 39	1.00	30,044.56	30,044.56	32,231.15	32,231.15	0.00	0.00	0.00	0.00	30,044.56
FC 40	112.00	110.57	12,383.84	196.21	21,975.32	122.08	13,672.41	122.08	13,672.41	26,056.25
FC 41	24.16	454.26	10,974.92	487.32	11,773.61	0.00	0.00	0.00	0.00	10,974.92
FC 42	8.01	0.00	0.00	891.42	7,140.26	0.00	0.00	0.00	0.00	0.00
FC 43	19.00	394.74	7,500.06	561.45	10,667.58	0.00	0.00	97.67	1,855.81	7,500.06
FC 44	371.00	79.48	29,487.08	171.79	63,732.99	171.21	63,520.44	171.21	63,520.44	93,007.52
FC 45	199.00	80.87	16,093.13	143.90	28,635.62	146.12	29,077.43	146.12	29,077.43	45,170.56
FC 46	279.00	66.18	18,464.22	103.18	28,786.84	153.78	42,904.80	153.78	42,904.80	61,369.02
FC 47	8.00	0.00	0.00	0.00	0.00	0.00	0.00	107.27	858.17	0.00
FC 48	50.37	269.15	13,557.09	637.82	32,127.25	0.00	0.00	0.00	0.00	13,557.09
FC 49	170.00	246.06	41,830.20	293.29	49,859.17	179.91	30,584.76	179.91	30,584.76	72,414.96
FC 50	75.00	282.06	21,154.50	321.89	24,142.11	115.22	8,641.53	115.22	8,641.53	29,796.03
FC 51	386.00	89.80	34,662.80	93.80	36,205.60	138.75	53,558.07	138.75	53,558.07	88,220.87
FC 52	85.55	447.11	38,250.26	2,467.37	211,083.13	0.00	0.00	0.00	0.00	38,250.26
FC 53	76.00	185.08	14,066.08	233.63	17,756.10	180.96	13,753.28	180.96	13,753.28	27,819.36
FC 54	57.00	0.00	0.00	218.88	12,476.15	0.00	0.00	108.12	6,162.85	0.00
FC 55	168.00	0.00	0.00	184.71	31,031.06	0.00	0.00	129.34	21,728.96	0.00
FC 56	34.35	547.57	18,809.18	584.49	20,077.28	0.00	0.00	0.00	0.00	18,809.18
FC 57	23.76	554.30	13,170.17	594.64	14,128.66	0.00	0.00	0.00	0.00	13,170.17
FC 58	9.00	0.00	0.00	87.19	784.69	0.00	0.00	182.28	1,640.56	0.00
FC 59	1.00	0.00	0.00	536.39	536.39	0.00	0.00	0.00	0.00	0.00

O designated assessment for on-site private or interim facilities.  
P designated assessment for public facilities  
F designated assessment for future facilities.





Benefit Zone	Benefit Units	Flood Control			Street Repair			Total	
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment		Max Dollar per Unit
FC 60	4.42	242.00	1,069.64	242.00	1,069.65	0.00	0.00	0.00	1,069.64
FC 61	4.23	696.47	2,946.05	1,133.65	4,795.32	0.00	0.00	0.00	2,946.05
FC 63	6.60	1,184.00	7,814.40	3,283.34	21,670.05	0.00	0.00	0.00	7,814.40
FC 64	1.00	47,107.00	47,107.00	59,453.38	59,453.38	0.00	0.00	0.00	47,107.00
FC 66	127.00	0.00	0.00	48.34	6,139.31	0.00	0.00	0.00	0.00
FC 67	1.00	3,005.60	3,005.60	3,224.34	3,224.34	0.00	0.00	0.00	3,005.60
FC 68	0.64	3,446.42	2,205.71	3,697.23	2,366.23	0.00	0.00	0.00	2,205.71
FC 69	1.33	1,175.59	1,563.53	1,261.14	1,677.32	0.00	0.00	0.00	1,563.53
FC 70	1.00	6,478.64	6,478.64	6,950.14	6,950.14	0.00	0.00	0.00	6,478.64
FC 71 O	79.12	0.00	0.00	1,158.07	91,626.20	0.00	0.00	0.00	0.00
FC 71 P	79.12	359.82	28,468.96	386.01	30,541.26	0.00	0.00	0.00	28,468.96
FC 73 O	26.55	105.00	2,787.75	2,141.10	56,846.27	0.00	0.00	0.00	2,787.75
FC 73 P	26.55	2,094.43	55,607.12	3,428.49	91,026.33	0.00	0.00	0.00	55,607.12
FC 74	1.00	8,094.47	8,094.47	8,305.77	8,305.77	0.00	0.00	0.00	8,094.47
FC 75	1.00	536.87	536.87	536.88	536.88	0.00	0.00	0.00	536.87
FC 76 O	1.00	48,140.49	48,140.49	48,381.19	48,381.19	0.00	0.00	0.00	48,140.49
FC 76 P	1.00	3,587.26	3,587.26	3,605.20	3,605.20	0.00	0.00	0.00	3,587.26
FC 77	496.00	145.00	71,920.00	338.13	167,713.10	300.47	149,033.77	464.81	220,953.77
FC 78	1.00	173.41	173.41	303.96	303.96	0.00	0.00	0.00	173.41
FC 80	1.00	3,374.95	3,374.95	3,374.95	3,374.95	0.00	0.00	0.00	3,374.95
FC 81	84.19	66.97	5,638.20	71.84	6,048.33	0.00	0.00	0.00	5,638.20

O designated assessment for on-site private or interim facilities.  
P designated assessment for public facilities  
F designated assessment for future facilities.



Benefit Zone	Benefit Units	Flood Control				Street Repair			Total	
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Maximum Assessment	Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit		Maximum Assessment
FC 82	31.11	48.68	1,514.50	94.55	2,941.57	0.00	0.00	0.00	0.00	1,514.50
FC 83	14.04	40.59	569.91	40.60	569.97	0.00	0.00	0.00	0.00	569.91
FC 84	1.00	11,250.87	11,250.87	11,250.87	11,250.87	0.00	0.00	0.00	0.00	11,250.87
FC 85	9.06	17.55	158.98	31.01	280.95	0.00	0.00	0.00	0.00	158.98
FC 85	9.06	130.06	1,178.32	341.42	3,093.22	0.00	0.00	0.00	0.00	1,178.32
FC 86	3.31	232.79	770.55	232.79	770.55	0.00	0.00	0.00	0.00	770.55
FC 87	85.02	439.61	37,375.64	471.60	40,095.74	0.00	0.00	0.00	0.00	37,375.64
FC 87	85.02	485.84	41,306.12	546.06	46,426.37	0.00	0.00	0.00	0.00	41,306.12
FC 88	0.48	1,016.02	487.69	1,016.02	487.69	0.00	0.00	0.00	0.00	487.69
FC 89	1.38	0.00	0.00	2,246.56	3,100.26	0.00	0.00	0.00	0.00	0.00
FC 90	21.81	94.14	2,053.30	94.14	2,053.30	0.00	0.00	0.00	0.00	2,053.30
FC 91	43.15	313.47	13,526.23	320.71	13,838.55	0.00	0.00	0.00	0.00	13,526.23
FC 91	43.15	817.67	35,282.46	836.55	36,097.13	0.00	0.00	0.00	0.00	35,282.46
FC 92	1.00	5,756.63	5,756.63	5,889.55	5,889.55	0.00	0.00	0.00	0.00	5,756.63
FC 93	68.52	721.69	49,450.20	738.35	50,592.00	0.00	0.00	0.00	0.00	49,450.20
FC 93	68.52	41.77	2,862.08	42.73	2,928.17	0.00	0.00	0.00	0.00	2,862.08
FC 94	48.58	133.91	6,505.35	137.00	6,655.56	0.00	0.00	0.00	0.00	6,505.35
FC 94	48.58	622.87	30,258.90	622.87	30,258.90	0.00	0.00	0.00	0.00	30,258.90
FC 95	3.25	608.07	1,976.23	622.11	2,021.86	0.00	0.00	0.00	0.00	1,976.23
FC 96	23.13	521.26	12,056.74	711.06	16,446.77	0.00	0.00	0.00	0.00	12,056.74
FC 97	169.00	0.00	0.00	308.73	52,174.97	0.00	0.00	529.65	89,511.47	0.00

O designated assessment for on-site private or interim facilities.  
P designated assessment for public facilities  
F designated assessment for future facilities.





Benefit Zone	Benefit Units	Flood Control			Street Repair			Total
		Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	Dollar Levied per Unit	FY 2021/22 Assessment	Max Dollar per Unit	
FC 98	145.00	0.00	0.00	322.66	0.00	0.00	524.52	76,055.08
FC 99	198.00	0.00	0.00	385.13	0.00	0.00	529.43	104,826.87
FC 100	1.00	13,533.35	13,533.35	13,845.85	13,845.85	0.00	0.00	13,533.35
FC 101	3.28	680.05	2,230.57	680.06	2,230.59	0.00	0.00	2,230.57
FC 102	1.00	0.00	0.00	5,386.88	5,386.88	0.00	0.00	0.00
FC 103	30.75	0.00	0.00	163.00	5,012.21	0.00	0.00	0.00
FC 104	1.00	1,269.48	1,269.48	1,269.48	1,269.48	0.00	0.00	1,269.48
FC 104	1.00	11,146.60	11,146.60	11,146.60	11,146.60	0.00	0.00	11,146.60
FC 105	1.00	732.36	732.36	732.37	732.37	0.00	0.00	732.36
FC 105	1	1,449.83	1,449.83	1,449.83	1,449.83	0.00	0.00	1,449.83
FC 106	2.81	857.25	2,408.87	877.05	2,464.52	0.00	0.00	2,408.87
FC 108	1	12,350.03	12,350.03	12,350.04	12,350.04	0.00	0.00	12,350.03
FC 109	2.09	0.00	0.00	1,043.11	2,180.10	0.00	0.00	0.00
FC 110	1	1,034.28	1,034.28	1,039.45	1,039.45	0.00	0.00	1,034.28
FC 111	54.70	83.03	4,541.91	83.03	4,541.96	0.00	0.00	4,541.91
FC 112	1	3,900.59	3,900.59	3,900.59	3,900.59	0.00	0.00	3,900.59
FC 113	128	0.00	0.00	15.09	1,931.59	0.00	0.00	0.00
FC 114	1	5,283.44	5,283.44	5,283.44	5,283.44	0.00	0.00	5,283.44
FC 115	8.28	0.00	0.00	335.39	2,777.02	0.00	0.00	0.00
FC 116	1	0.00	0.00	19,169.07	19,169.07	0.00	0.00	0.00
FC 117	1	0.00	0.00	538.18	538.18	0.00	0.00	0.00
FC 118	25.26	0.00	0.00	1,360.42	34,364.16	0.00	0.00	0.00
<b>Total <sup>(1)</sup></b>			<b>\$1,354,541.03</b>		<b>\$2,487,329.05</b>		<b>\$768,655.50</b>	<b>\$1,166,269.66</b>

O designated assessment for on-site private or interim facilities.

P designated assessment for public facilities

F designated assessment for future facilities.

<sup>(1)</sup> Totals may not foot with Assessment Roll shown as Exhibit B due to even penny rounding required by Riverside County.

## **E. ANNUAL ESCALATORS**

FC Benefit Zones 1 through 5 were established without an annual assessment escalation clause. The Maximum Assessment for these Benefit Zones cannot be increased without the procedures and approval process of Proposition 218.

For all other FC Benefit Zones, the maximum assessment rate will be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record (ENR). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year. For Fiscal Year 2021/22, the ENR increase is 0.5%.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2021 to June 30, 2022, reference is made to the Assessment Roll included herein as Exhibit B.

## **V. ASSESSMENT ROLL**

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The Assessment Roll stating the net amount to be assessed for each assessable lot or parcel of land in a Flood Control Benefit Zone and the Fiscal Year 2021/22 assessment, is made a part of this report as Exhibit . The information included therein was obtained from the latest Secured Roll (October 10, 2020) from the County of Riverside, Office of the Assessor.

Upon approval of the Engineer's Annual Levy Report, and confirmation of the assessments, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll in Fiscal Year 2021/22. If the parcels or assessment numbers within the District and referenced in this Report, are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of the Report, the new parcel or assessment numbers with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger or tax status change, the assessment amount submitted on the new parcels or assessment numbers will be based on the method of apportionment and levy amount approved in this Report by the City Council.

## ***VI. DIAGRAM OF DISTRICT***

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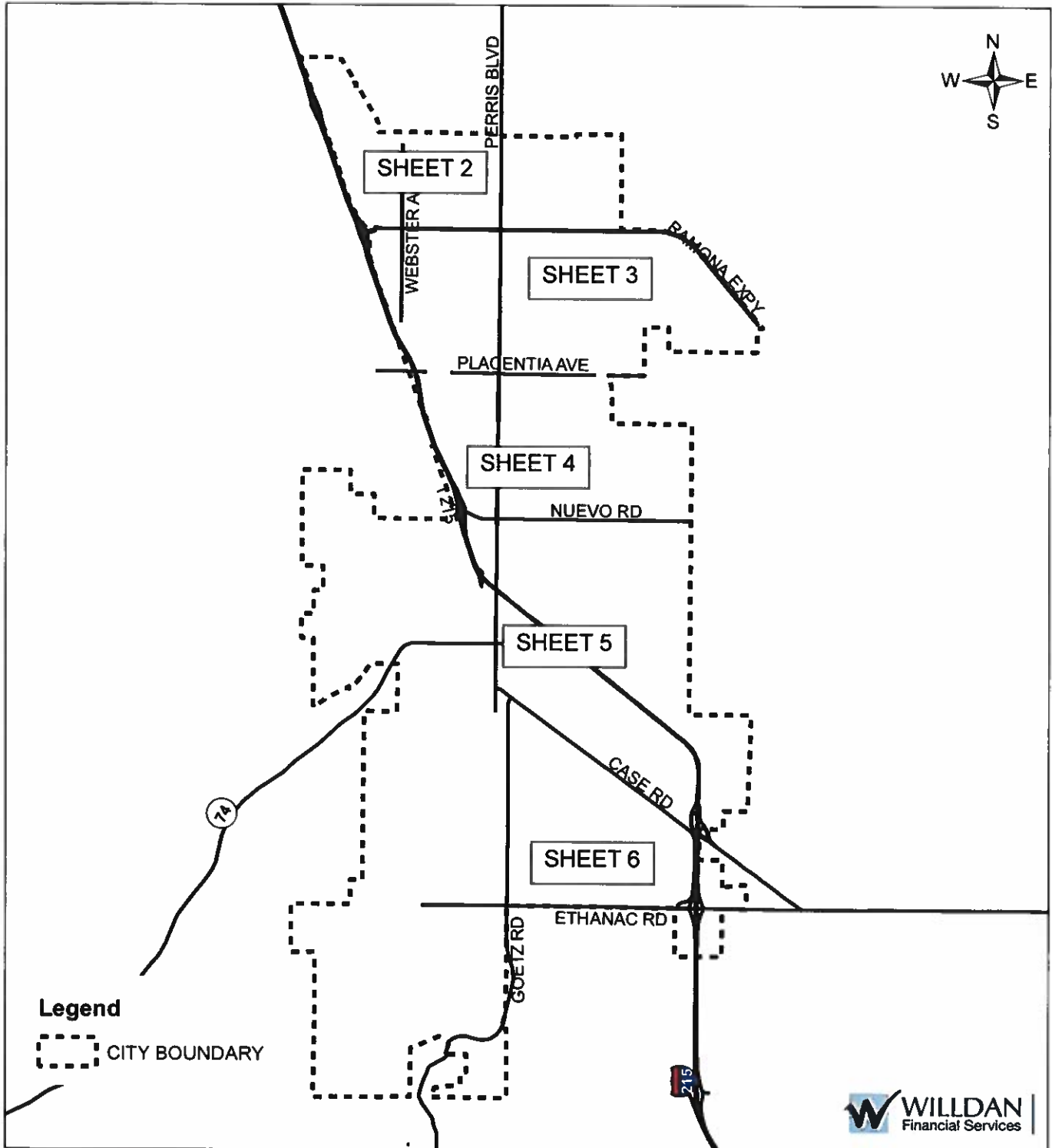
The boundary diagram for each Flood Control Zone is included herein as Exhibit A and is part of this report.

The lines and dimensions of each lot or parcel within the Flood Control Zones are those lines and dimensions shown on the maps of the Riverside County Assessor for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

***EXHIBIT A – FISCAL YEAR 2021/22 DIAGRAM***

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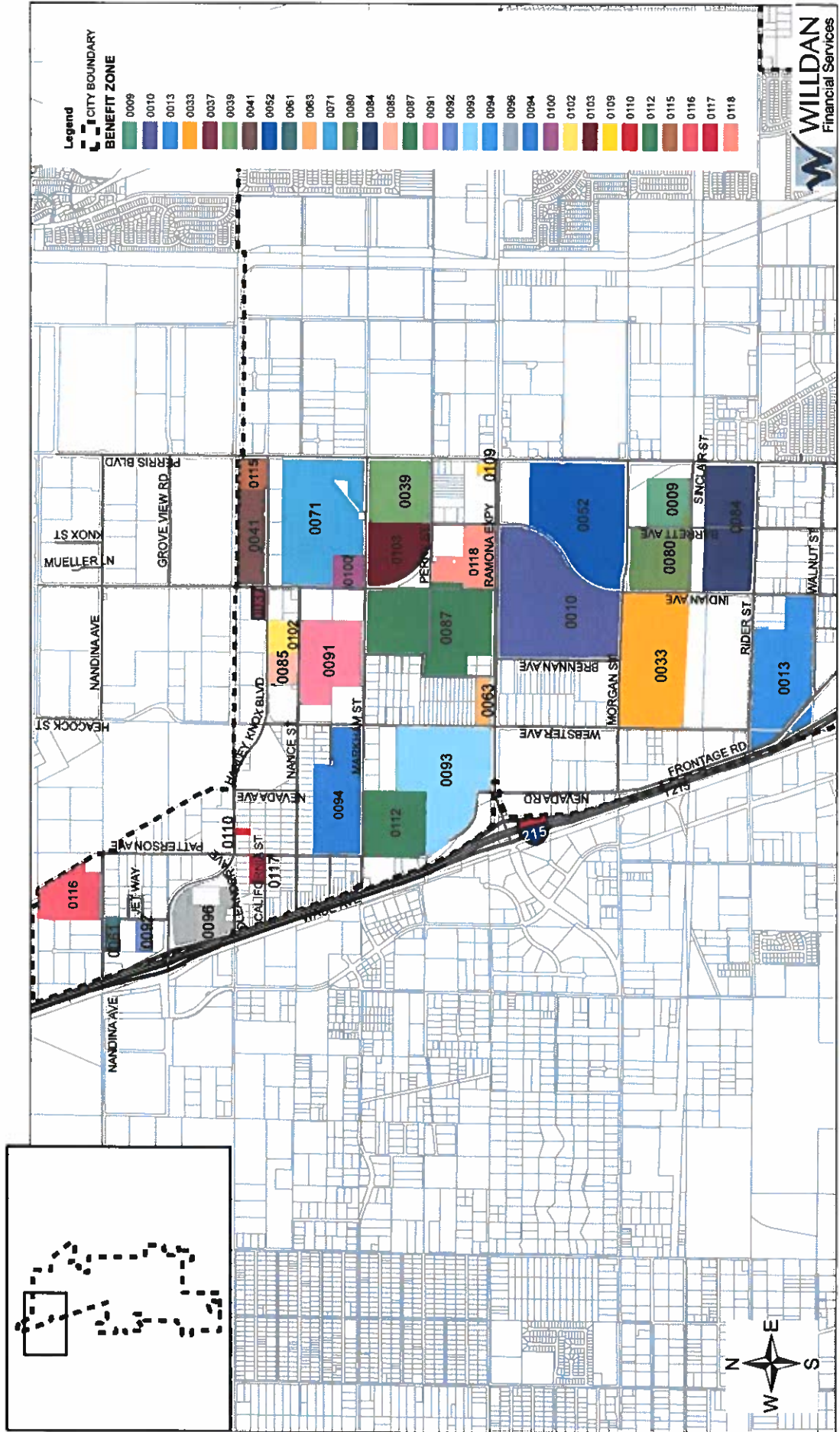
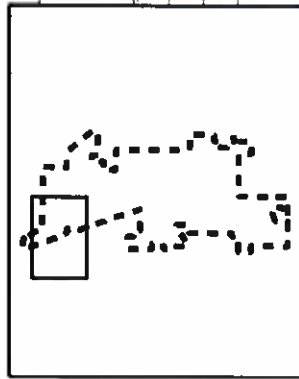
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 1 OF 7**





**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 2 OF 7**

VICINITY MAP



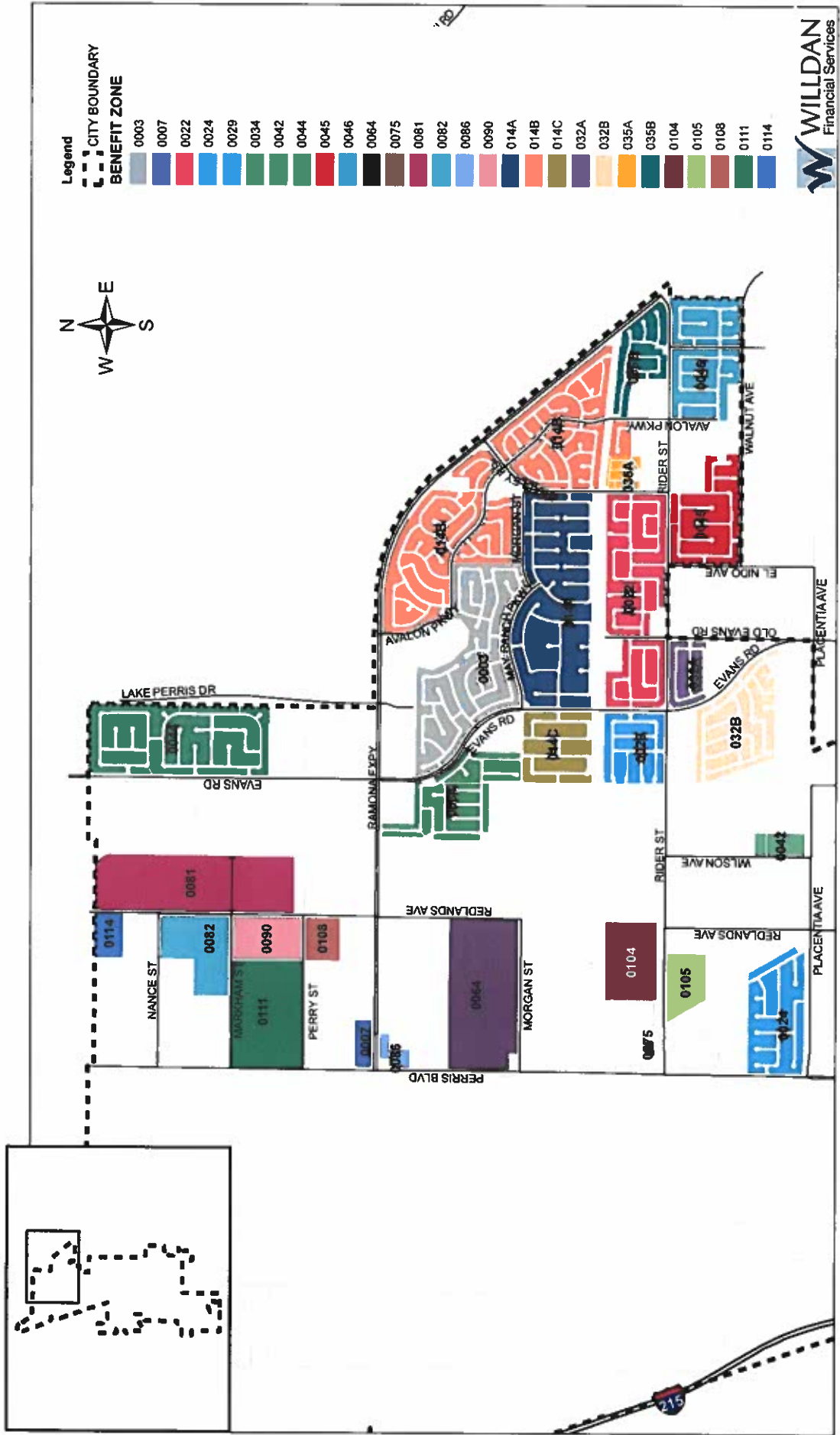
**Legend**  
 CITY BOUNDARY  
 BENEFIT ZONE

- 0009
- 0010
- 0013
- 0033
- 0037
- 0039
- 0041
- 0052
- 0061
- 0063
- 0071
- 0080
- 0084
- 0085
- 0087
- 0091
- 0092
- 0093
- 0094
- 0098
- 0099
- 0100
- 0102
- 0103
- 0109
- 0110
- 0112
- 0115
- 0116
- 0117
- 0118



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 3 OF 7**

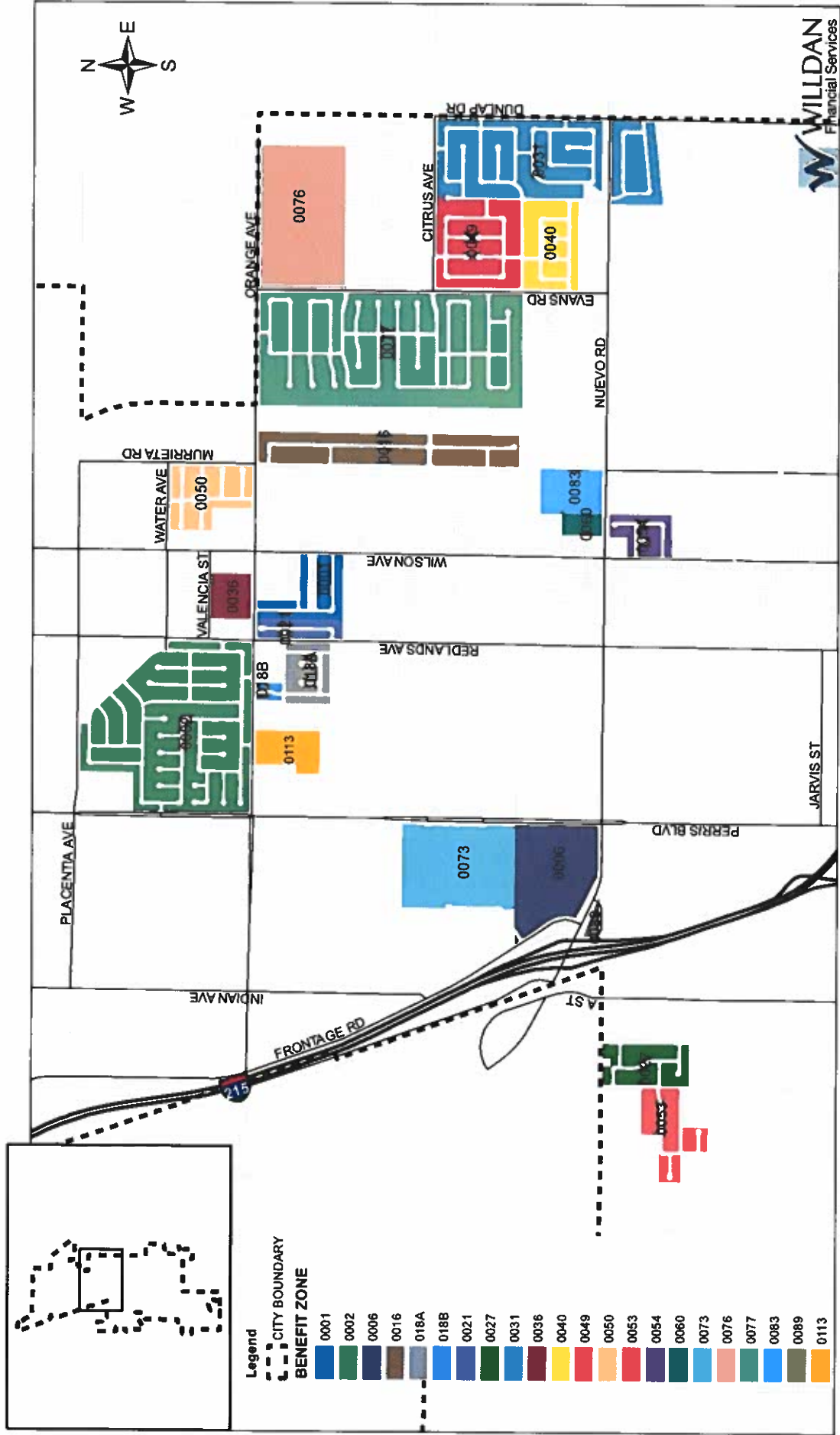
VICINITY MAP





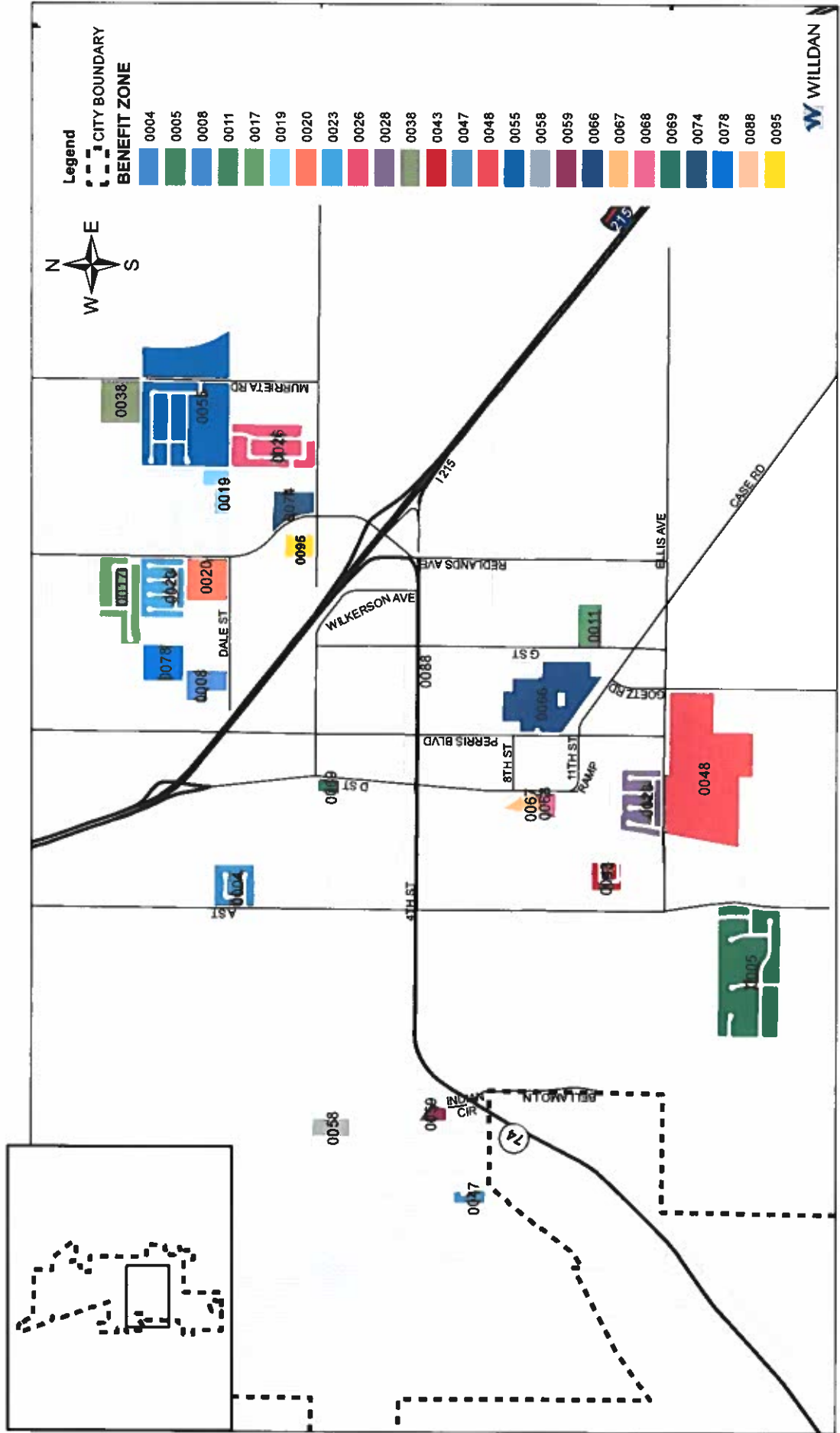
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 4 OF 7**

VICINITY MAP



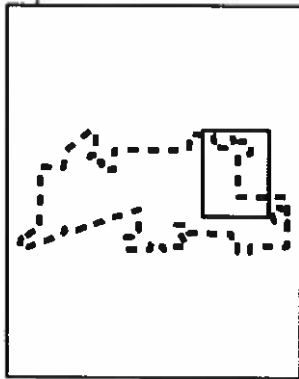
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 5 OF 7**

VICINITY MAP














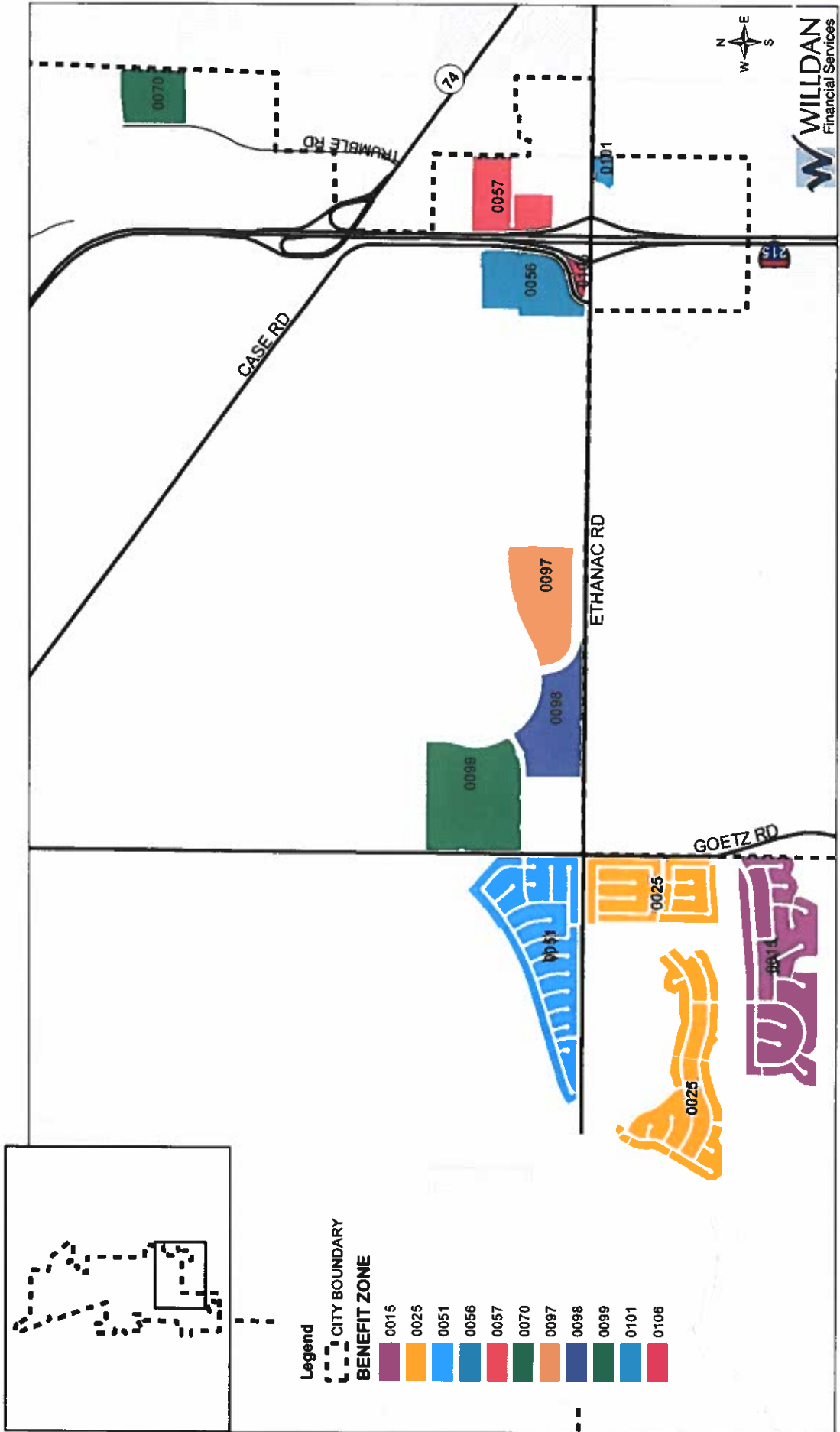
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
SHEET 6 OF 7**

VICINITY MAP



**Legend**  
 CITY BOUNDARY  
 **BENEFIT ZONE**

-  0015
-  0025
-  0051
-  0056
-  0057
-  0070
-  0097
-  0098
-  0099
-  0101
-  0106



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2021/2022  
INDEX SHEET  
SHEET 7 OF 7**

ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)
1	TT 19893	4	N	41	PM 31832	2	Y	87	PM 36010	2	Y
2	TT 20538	4	Y	42	PM 31743	3	N	88	CUP 15-05056	5	Y
3	TT 24499	3	N	43	TT 32769	5	Y	89	CUP 14-09-0001	4	N
4	TT 24715	5	N	44	TT 32707/32708	3	Y	90	DPR 05-0477	3	Y
5	TT 24809	5	Y	45	TT 30780	3	Y	91	PM 36726	2	Y
6	PM 27544	4	Y	46	TT 32249	3	Y	92	DPR 06-0140	2	Y
7	PM 26618	3	N	47	TT 31912	5	N	93	PM 36512/36582	2	Y
8	DPR 98/84	5	N	48	CUP 06/0158	5	Y	94	PM 36678	2	Y
9	DPR 99/0174	2	N	49	TT 31660	4	Y	95	CUP 16-05189	5	Y
10	PUP 99/0079	2	N	50	TT 32428	4	Y	96	PM 37055	2	Y
11	CUP 99-0185	5	N	51	TT 31926	6	Y	97	TM 36988	6	N
12	CUP 98-0081	2	N	52	PM 35676	2	Y	98	TM 36989	6	N
13	DPR 97/0111	2	N	53	TT 31650/32406	4	Y	99	TM 37262	6	N
14A	TT 29654/29993/29994	3	Y	54	TT 31651	4	N	100	DPR 16-00015	2	Y
14B	TT 22831	3	Y	55	TT 31240	5	N	101	CUP 16-05168	6	Y
14C	TT 30380	3	Y	56	PM 33266	6	Y	102	DPR 06-0059	2	N
15	TT 28986	6	Y	57	PM 34082	6	Y	103	PM 37187	2	N
16	TT 24111	4	Y	58	TT 34073	5	N	104	PM 35268	3	Y
17	TT 30382	5	Y	59	DPR 05/0279	5	N	105	DPR 06-0635	3	Y
18A	TT 30144	4	Y	60	DPR 04/0314	4	Y	106	PM 35762	6	Y
18B	TT 31683	4	Y	61	PM 34199	2	Y	107	PENDING		N
19	TT 26386	5	Y	62	PENDING			108	DPR 16-00013	3	Y
20	DPR 98/0071	5	N	63	PM 31677	2	Y	109	NW PERRIS & RAMONA	2	N
21	TT 30751	4	Y	64	DPR 04/0464	3	Y	110	PR 17-05194	2	Y
22	TT 30490	3	Y	65	SUPERCEDED BY FC105			111	PM 37304	2	Y
22	TT 30518	3	Y	66	TT 33549	5	N	112	PM 37343	2	Y
23	TT 31114	5	Y	67	DPR 10-03-0009	5	Y	113	TR 32497	4	N
24	TT 31241	3	Y	68	DPR 10-03-0009	5	Y	114	PM 36770	3	Y
25	TT 30662/31654	6	Y	69	DPR 07/0045	5	Y	115	PM 37278	2	N
26	TT 31678	5	Y	70	AQUATICS CTR	6	Y	116	DPR 19-00003	2	N
27	TT 31226	4	N	71	PM 33587	2	Y	117	DPR 18-00006	2	N
28	TT 31201	5	Y	72	SUPERCEDED BY FC87			118	PM 37457	2	N
29	TT 31178	3	Y	73	PM 34131	4	Y				
30	PENDING			74	CUP 12-04-0015	5	Y				
31	TT 29425	4	Y	75	LT 27&28, TT 24045-1	3	Y				
32A	TT 30773	3	Y	76	SOUTHEAST HS	4	Y				
32B	TT 31416	3	Y	77	TR 30850	4	Y				
33	DPR 01/0123	2	Y	78	DPR 12-05-0013	5	Y				
34	TT 32262	3	Y	79	SUPERCEDED BY FC84						
35A	TT 33227	3	N	80	PM 36462, PARCEL 2	2	Y				
35B	AMND TT 22832/22833	3	Y	81	PM 36469	3	Y				
36	TRIPLE CRN ELEMNTY	4	Y	82	PM 36540	3	Y				
37	DPR 04/0343	2	Y	83	CLEARWATER ELEMNTY	4	Y				
38	SKYVIEW ELEMNTY	5	Y	84	PM 36462, PARCEL 1	2	Y				
39	DPR 05/0192	2	Y	85	DPR 07-09-0018	2	Y				
40	TT 32793/33720	4	Y	86	PM 37043	3	Y				

## **EXHIBIT B – FISCAL YEAR 2021/22 ASSESSMENT ROLL**

The Fiscal Year 2021/22 Assessment Roll is on file with the City Clerk's office



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 11, 2021

**SUBJECT:** DIF Improvement and Credit Agreement with Green Valley Recovery Acquisition, LLC for Improvements Required for Tracts 37722, 37223, 37262, 37816, 37817 and 37818, and Other Developments within the Green Valley Specific Plan

**REQUESTED ACTIONS:** City Council approve the DIF Improvement and Credit Agreement as to form, and authorize the Interim City Manager to execute the Agreement in a form approved by the City Attorney

**CONTACT:** Stuart E. McKibbin, Contract City Engineer

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#### **BACKGROUND/DISCUSSION:**

Green Valley Recovery Acquisition, LLC ("Developer") received entitlements to construct 542 single-family residential units and 699 multi-family residential units on about 194 acres of real property in Tracts 37722, 37223, 37262, 37816, 37817 and 37818 ("Project"). All of the properties are within the Green Valley Specific Plan. Among other conditions of approval for the Project, the developer is required to construct street and other improvements on Murrieta Road to alleviate traffic impacts. Moreover, the Developer has already constructed other improvements on Goetz Road (P8-1239) with other developments within the Green Valley Specific Plan. Some of these improvements are eligible for credit and/or reimbursement under the Developer Impact Fee ("DIF") program.

The Developer's total DIF obligation for the Project is \$4,150,633. The estimated DIF credit for the Developer's Goetz Road and Murrieta Road improvements is \$2,526,726, subject to verification by the City Engineer's office of actual costs. The remaining DIF obligation would be \$1,623,876.

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

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#### **BUDGET (or FISCAL) IMPACT:**

None to the City. The agreement implementation is the credit authorized under the DIF program.



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Prepared by:           Stuart E. McKibbin, Contract City Engineer

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director \_\_\_\_\_



**Attachment:**

1. Vicinity Map
2. Improvement and Credit Agreement

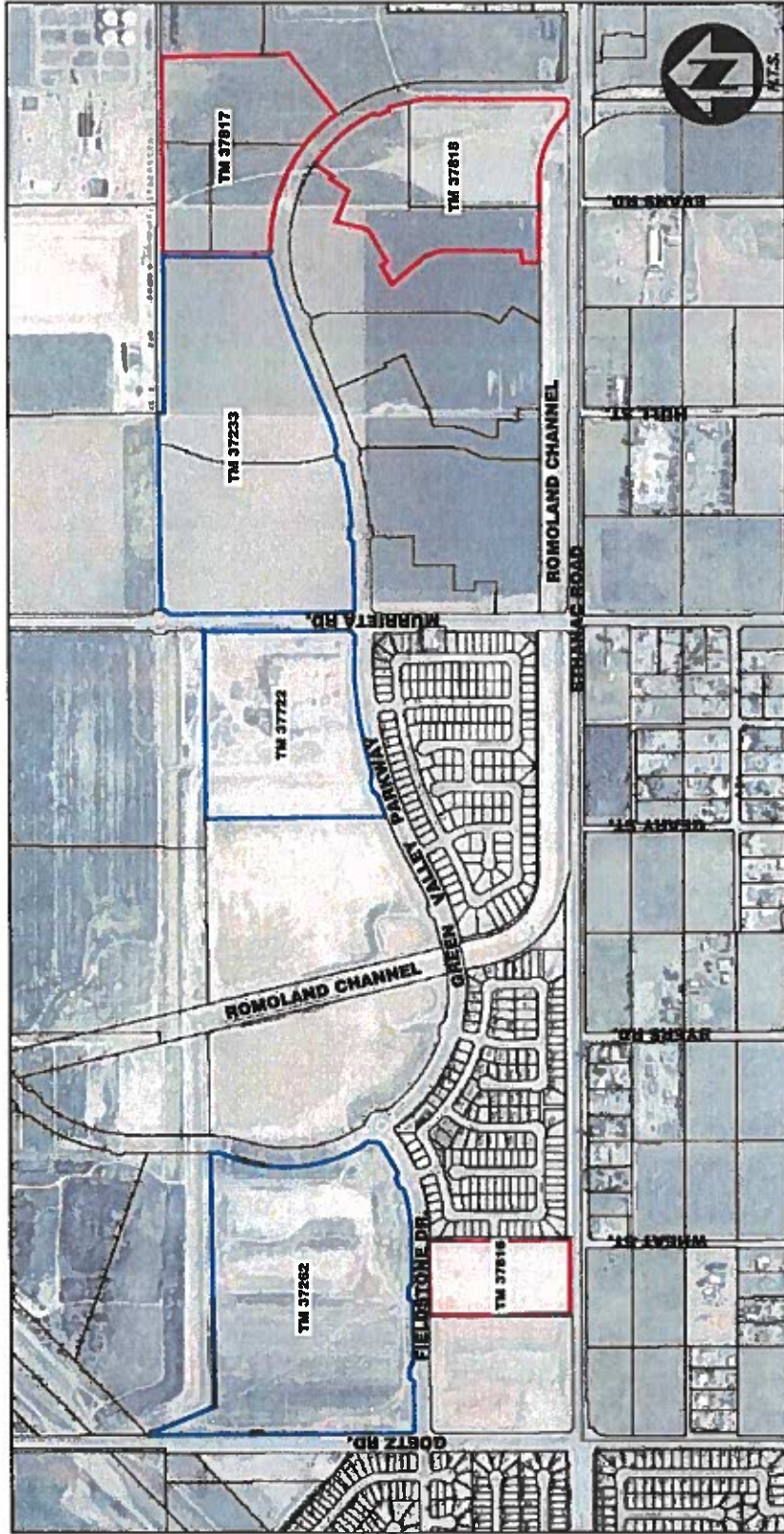
Consent:    X  
Public Hearing:  
Business Item:  
Presentation:  
Other:



**Attachment #1**

**Vicinity Map**

**DIF CREDIT AGREEMENT - GREEN VALLEY RECOVERY ACQUISITION, LLC**  
**VICINITY MAP**



**LEGEND:**

- SINGLE FAMILY RESIDENTIAL
- MULTI FAMILY RESIDENTIAL



**Attachment #2**

**Improvement and Credit Agreement**

**IMPROVEMENT AND CREDIT AGREEMENT DEVELOPMENT IMPACT FEE  
PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Perris, a California municipal corporation ("City"), and Green Valley Recovery Acquisition, LLC, with its principal place of business at 1166 Avenue of the Americas, New York, NY 10020 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

**RECITALS**

**WHEREAS**, Developer owns 194 acres of real property located within the City of Perris, California, which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

**WHEREAS**, Developer has requested from City entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as 542 single family residential dwelling units of Tracts 37722 (116 DU), 37223 (235 DU), 37262 (191 DU), and 699 multi-family residential dwelling units of Tracts 37816 (97 DU), 37817 (228 DU), and 37818 (374 DU) ("Project");

**WHEREAS**, the City is the administrator for the Development Impact Fee ("DIF") Program;

**WHEREAS**, as part of the DIF Program, the City has adopted "Development Impact Fee Justification Study (February, 2006)" ("DIF Study");

**WHEREAS**, as a condition to City's approval of the Project, City has required Developer to construct Murrieta Road as identified in the Project Conditions of Approval and DIF Study;

**WHEREAS**, as a condition of City's approval of the Developer's previous residential development in the Green Valley Specific Plan, the City required the Developer to construct segments of Goetz Road (P8-1239) as identified in the DIF Study;

**WHEREAS**, together the improvements to Murrieta Road and Goetz Road are the "DIF Improvements";

**WHEREAS**, pursuant to the DIF Program, the City requires Developer to pay the DIF which covers the Developer's fair share of the costs to deliver those DIF Improvements that help mitigate the Project's traffic impacts and burdens on the City System of Highways and Arterials (also known as the "DIF Network"), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the DIF Network;

**WHEREAS**, the DIF Improvements have been designated as needed to serve future development as further described in the DIF Study;

**WHEREAS**, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the DIF Improvements, (2) to ensure that delivery of the DIF Improvements is undertaken as if the DIF Improvements were constructed under the direction and authority of the City, and (3) to provide a means by which the Developer's costs for project delivery of the DIF Improvements and related rights-of-way is offset against Developer's obligation to pay the applicable DIF for the Project in accordance with the DIF Study.

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

## **TERMS**

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

2.0 **Construction of DIF Improvements.** Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as improvements on Goetz Road and Murrieta Road and traffic signal at the intersection of Goetz Road/Ethanac and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by City. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the DIF Improvements.

2.1 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any portion of the DIF Improvements until all plans and specifications for the DIF Improvements have been submitted to and approved by City. Approval by City shall not relieve Developer from ensuring that all DIF Improvements conform with all other requirements and standards set forth in this Agreement.

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

2.3 **Public Works Requirements.** In order to insure that the DIF Improvements will be constructed as if they had been constructed under the direction and

supervision, or under the authority of, City, Developer shall comply with all of the following requirements with respect to the construction of the DIF Improvements:

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

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

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

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the DIF Improvements which they will construct in conformance with City's standard procedures and requirements.

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

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

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the DIF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The DIF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the DIF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform

the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to DIF Improvements. All work shall be done and the DIF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the DIF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the DIF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

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

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

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

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



City a title insurance policy or other security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

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

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

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

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the DIF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

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

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

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

11.1 Performance Bond. To guarantee the faithful performance of the DIF Improvements and all the provisions of this Agreement, to protect City if Developer is in default

as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the DIF Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the DIF Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten percent (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the DIF Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of City after six (6) months from the date City accepts the DIF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the DIF Improvements or their condition prior to City's approval and acceptance of the DIF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all

penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

### 13.0 Insurance.

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

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

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

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

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

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

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

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

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

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

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

#### 14.0 DIF Credit.

14.1 Developer's DIF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City of Perris pursuant to City of Perris Ordinance No. 1182 as part of the DIF Program (Transportation Facilities) is Four Million One Hundred Fifty Thousand and Six Hundred and Thirty Three Dollars (\$4,150,633) ("DIF Obligation"). Developer is eligible for Fee Credit in the amount of Two Million Five Hundred Twenty-Six Thousand Seven Hundred Fifty-Six Dollars and Twenty-Four Cents (\$2,526,756.24). The remaining Estimated DIF Fee Obligation is One Million Six Hundred Twenty-Three Thousand Eight Hundred Seventy-Six Dollars and Seventy-Six Cents (\$1,623,876.76) (See Exhibit "F"). This DIF Obligation shall be initially determined under the nexus study and fee schedule in effect for the City at the time the Developer submits a building permit application. Notwithstanding, this DIF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop City from adjusting the DIF in accordance with the provisions of City of Perris Ordinance No. 1182.

14.3 Credit Offset Against DIF Obligation. Pursuant to City of Perris Ordinance No. 1182 and in consideration for Developer's obligation under this Agreement for the delivery of DIF Improvements, credit shall be applied by City to offset the DIF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of DIF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the DIF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the DIF Study adopted by the City ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit". At no time will the Credit exceed the Developer's DIF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the DIF Obligation, Developer will be deemed to have completely satisfied its DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the DIF Obligation, the Developer agrees the Credit shall be applied to offset the DIF Obligation as follows:

(1) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the DIF Obligation. The residential units for which the DIF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by City pursuant to this section.

(2) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the DIF Obligation. The commercial or industrial structure(s) for which the DIF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by City pursuant to this section.

City shall provide Developer written notice of the determinations that City makes pursuant to this section, including how the Credit is applied to offset the DIF Obligation as described above.

14.4 Verified Cost of the DIF Improvements. Upon recordation of the Notice of Completion for the DIF Improvements and acceptance of the DIF Improvements by City, Developer shall submit to the City Engineer the information set forth in the attached Exhibit "C". The City Engineer, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the DIF Improvements

covered under this Agreement (“Verified Costs”). The City Engineer will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5 Reconciliation; Final Credit Offset Against DIF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by City to offset the DIF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the DIF Improvements as determined in accordance with Section 14.3 of this Agreement (“Actual Credit”). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer’s estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) DIF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the DIF Obligation, the City Engineer shall provide written notice to Developer of the amount of the difference owed (“DIF Balance”) and Developer shall pay the DIF Balance in accordance with City of Perris Ordinance No. 1182 to fully satisfy the DIF Obligation (see Exhibit “F”).

(b) DIF Reimbursement. If the dollar amount of the Actual Credit exceeds the DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. City shall provide Developer written notice of the determinations that City makes pursuant to this section.

(c) DIF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the DIF Obligation, but the Actual Credit plus additional monies collected by City from Developer for the DIF Obligation exceed the DIF Obligation (“DIF Overpayment”), Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may be entitled to a refund. The City’s Public Works Director shall provide written notice to the City and the Developer of the amount of the DIF Overpayment and City shall refund the Developer in accordance with City of Perris Ordinance No. 1182.

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to City for a reimbursement agreement for the amount by which the Actual Credit exceeds the DIF Obligation, as determined pursuant to Section 14.3 of this Agreement, City of Perris Ordinance No. 1182, and the DIF Study adopted by the City (“Reimbursement Agreement”). If City agrees to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit “D,” and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.



15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with City in a form reasonably acceptable to City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

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

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

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

To City:                      City of Perris  
                                     101 North D Street  
                                     Perris, CA 92570  
                                     Attention: Stuart E. McKibbin  
                                     Contract City Engineer  
                                     Phone (951) 943-6504

To Developer:              Green Valley Recovery Acquisition, LLC  
                                     Attn: Matt Villalobos

1166 Avenue of the Americas  
New York, NY 10020  
Fax No. (858) 500-6782

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEVELOPER:**

**Green Valley Recovery Acquisition, LLC**

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

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

**ATTEST:**

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

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

**CITY OF PERRIS:**

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

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

**ATTEST:**

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

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**TRACT 37223 – 235 LOTS**

(APN: 327-220-007-5, 327-220-008-6, 327-220-009-7 and 327-220-010-7)

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

LOTS 35 THROUGH 38, INCLUSIVE, OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILE IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPTING ½ INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**TRACT 37262 – 191 LOTS**

(APN: 330-150-006-2, 330-140-009-4, 330-150-007-3, 330-150-008-4, and 330-140-010-4 )

LOTS 10 THROUGH 12, INCLUSIVE, OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILE IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ALSO EXCEPTING ½ INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**TRACT 37722 – 116 LOTS**

(APN: 330-150-017-2 )

LOTS 26 OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILE IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ALSO EXCEPTING ½ INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**TRACT 37816 – 97 LOTS**

(APN: 330-150-010)

LOTS 14 OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILE IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ALSO EXCEPTING ½ INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**TRACT 37817 – 228 LOTS**

(APN: 327-220-009, 327-220-010 and 327-220-011)

LOTS 37 THROUGH 39, OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILE IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ALSO EXCEPTING ½ INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**TRACT 37818 – 374 LOTS**

(APN: 327-220-017, 327-220-021 and 327-220-027)

PARCEL 5 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE, LOT LINE ADJUSTMENT NO. 95-0019, RECORDED FEBRUARY 15, 1996 AS INSTRUMENT NOS. 054778 AND 054779, BOTH OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 45 AND 49 AND THAT PORTION OF LOT 46 OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226 PAGE(S) 88 THROUGH 100 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 49;

THENCE SOUTH 89° 41' 58" EAST ALONG THE NORTH LINE OF SAID LOT 49, A DISTANCE OF 1259.83 FEET TO AN ANGLE POINT THEREIN;



THENCE SOUTH 89° 42' 07" EAST ALONG SAID NORTH LINE, A DISTANCE OF 953.41 FEET; THENCE NORTH 00° 17' 53" EAST, A DISTANCE OF 109.55 FEET; THENCE SOUTH 89° 42' 07" EAST, A DISTANCE OF 76.30 FEET; THENCE NORTH 00° 17' 53" EAST, A DISTANCE OF 462.84 FEET; THENCE NORTH 06° 06' 35" WEST, A DISTANCE OF 66.25 FEET; THENCE NORTH 16° 08' 34" WEST, A DISTANCE OF 66.88 FEET; THENCE NORTH 37° 53' 55" WEST, A DISTANCE OF 298.64 FEET;

THENCE NORTH 59° 51' 35" EAST, A DISTANCE OF 133.97 FEET TO A POINT IN A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 300.00 FEET, THE RADIAL LINE AT SAID POINT BEARS SOUTH 59° 51' 35" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 45' 30", AN ARC DISTANCE OF 40.62 FEET TO A POINT THEREIN;

THENCE NORTH 52° 06' 05" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 65° 47' 30" EAST, A DISTANCE OF 122.93 FEET; THENCE NORTH 60° 24' 31" EAST, A DISTANCE OF 62.15 FEET; THENCE NORTH 39° 47' 47" EAST, A DISTANCE OF 28.18 FEET; THENCE NORTH 13° 02' 20" EAST, A DISTANCE OF 200.68 FEET; THENCE SOUTH 75° 15' 30" EAST, A DISTANCE OF 23.46 FEET; THENCE SOUTH 68° 12' 04" EAST, A DISTANCE OF 134.26 FEET; THENCE SOUTH 57° 56' 55" EAST, A DISTANCE OF 56.46 FEET;

THENCE NORTH 32° 23' 50" EAST, A DISTANCE OF 137.04 FEET TO A POINT IN A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 805.00 FEET, THE RADIAL LINE AT SAID POINT BEARS NORTH 32° 23' 50" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01° 34' 50", AN ARC DISTANCE OF 22.21 FEET TO A POINT THEREIN, THE RADIAL LINE AT SAID POINT BEARS NORTH 33° 58' 40" EAST;

THENCE NORTH 33° 58' 40" EAST A DISTANCE OF 140.00 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 46, SAID POINT BEING IN A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 945.00 FEET, THE RADIAL LINE AT SAID POINT BEARS NORTH 33° 58' 40" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30° 38' 18", AN ARC DISTANCE OF 505.33 FEET TO A POINT THEREIN, THE RADIAL LINE AT SAID POINT BEARS NORTH 64° 36' 58" EAST;

THENCE SOUTH 13° 59' 48" WEST, A DISTANCE OF 32.29 FEET; THENCE SOUTH 21° 58' 44" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 57° 57' 16" EAST, A DISTANCE OF 32.29 FEET TO A POINT IN A NON-

TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 945.00 FEET, THE RADIAL LINE AT SAID POINT BEARS NORTH 71° 25' 34" EAST;

THENCE SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18° 52' 17", AN ARC DISTANCE OF 311.26 FEET, TO THE END THEREOF;

THENCE SOUTH 00° 17' 52" WEST, A DISTANCE OF 796.79 FEET;  
THENCE SOUTH 46° 50' 45" WEST, A DISTANCE OF 26.17 FEET;  
THENCE NORTH 89° 42' 08" WEST, A DISTANCE OF 655.01 FEET;  
THENCE NORTH 89° 42' 07" WEST, A DISTANCE OF 1320.32 FEET;  
THENCE NORTH 89° 41' 58" WEST, A DISTANCE OF 1229.76 FEET;  
THENCE NORTH 51° 31' 42" WEST, A DISTANCE OF 36.89 FEET;  
THENCE NORTH 00° 06' 05" WEST, A DISTANCE OF 153.21 FEET TO THE POINT OF BEGINNING.

THE LAST TWELVE (12) COURSES AND DISTANCES FOLLOW THE BOUNDARY LINES OF SAID LOTS 45, 46, AND 49.

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORONA RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

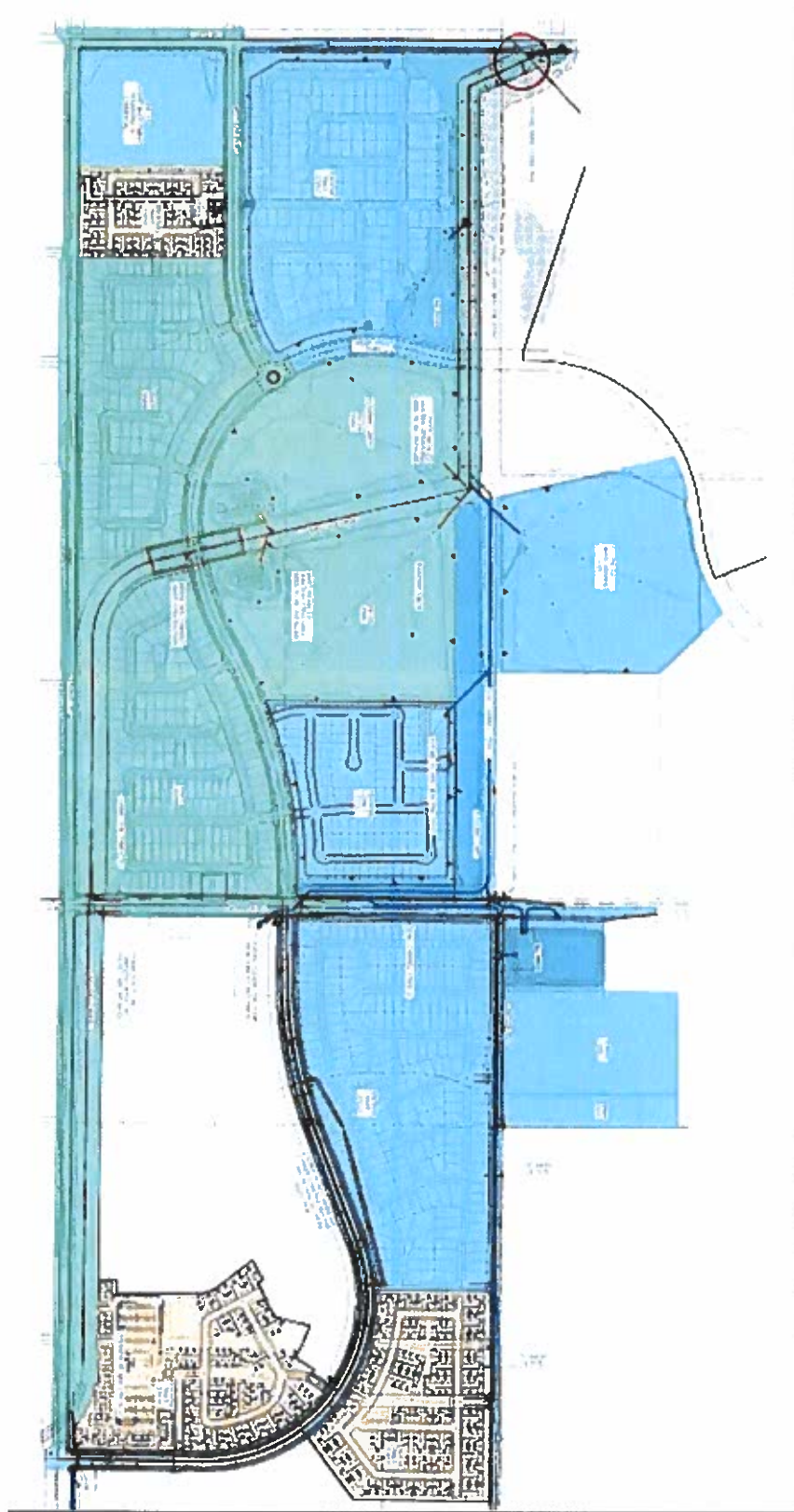


EXHIBIT A-21

**EXHIBIT "B"**

**FORMS FOR SECURITY**

**[ATTACHED BEHIND THIS PAGE]**

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**PERFORMANCE BOND**

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

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

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

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

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

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

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

IN WITNESS WHEREOF, we have hereto set our hands and seals this \_\_\_\_ day  
on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By:

\_\_\_\_\_  
President

\_\_\_\_\_  
Surety

By:

\_\_\_\_\_  
Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA  
 STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

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

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
 Place Notary Seal Above      Signature of Notary Public

OPTIONAL

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

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



CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

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

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**LABOR & MATERIAL BOND**

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereto set our hands and seals this \_\_\_\_ day  
on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

**ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA  
STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_**

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

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above      Signature of Notary Public

**OPTIONAL**

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

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

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## **EXHIBIT "C"**

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

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

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

## **EXHIBIT "D"**

### **REIMBURSEMENT AGREEMENT DEVELOPMENT IMPACT FEE PROGRAM**

**THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Perris, a California municipal corporation ("City"), and Green Valley Recovery Acquisition, LLC, with its principal place of business at 1166 Avenue of the Americas, New York NY 10020 ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".**

#### **RECITALS**

**WHEREAS, City and Developer are parties to an agreement dated \_\_\_\_\_, 20\_\_\_, entitled "Improvement and Credit Agreement – Development Impact Fee Program" (hereinafter "Credit Agreement");**

**WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay City the DIF Obligation, as defined therein, but shall receive credit to offset the DIF Obligation if Developer constructs and City accepts the DIF Improvements in accordance with the Credit Agreement;**

**WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the DIF Obligation, Developer may apply to City for a reimbursement agreement for the amount by which the credit exceeds the DIF Obligation;**

**WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and**

**WHEREAS, City has consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, City of Perris Ordinance No. 1182, and the DIF Study adopted by the City.**

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



## **TERMS**

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

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

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

4.0 **Amount of Reimbursement.** Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the DIF Obligation as determined pursuant to the Credit Agreement, City of Perris Ordinance No. 1182, and the DIF Study adopted by the City ("Reimbursement"). The Reimbursement shall be subject to verification by City. Developer shall provide any and all documentation reasonably necessary for City to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). City shall be responsible transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the DIF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the DIF Study.

5.0 **Payment of Reimbursement; Funding Contingency.** The payment of the Reimbursement Amount shall be subject to the following conditions:

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

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

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

7.0 **Incorporation Into Credit Agreement.** Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement

and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

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

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

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

**DEVELOPER:**

Green Valley Recovery Acquisition, LLC

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

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

**ATTEST:**

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

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

**CITY OF PERRIS:**

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

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

**ATTEST:**

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

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

## **EXHIBIT "E"**

### **DIF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS**

1. Prior to the construction of any DIF Improvement, Developer shall follow the steps listed below:
  - a. Prepare a separate bid package for the DIF Improvements.
  - b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
  - c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the City.
  - d. The contract(s) for the construction of DIF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the City's requirements and guidelines.
  - e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a DIF Improvement and Credit Agreement executed between City and Developer ("Agreement"), Developer shall provide the City with the following:
  - a. Copies of all information listed under Item 1 above.
  - b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the City, guaranteeing the construction of all applicable DIF Improvements.
3. Prior to the City's acceptance of any completed DIF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:
  - a. Developer shall have completed the construction of all DIF Improvements in accordance with the approved Plans and Specifications.
  - b. Developer shall have satisfied the City's inspection punch list.
  - c. After final inspection and approval of the completed DIF Improvements, the City shall have provided the Developer a final inspection release letter.
  - d. City shall have filed a Notice of Completion with respect to the DIF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office.
  - e. Developer shall have provided City a copy of the As-Built plans for the DIF Improvements.
  - f. Developer shall have provided City copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any DIF Improvements.
  - g. Developer shall have submitted a documentation package to the City to determine the final cost of the DIF Improvements, which shall include at a minimum, the following documents related to the DIF Improvements:

- i. Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.
- ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
- iii. Invoices from all vendors and service providers.
- iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
  - v. Final lien releases from each contractor and vendor (unconditional waiver and release).
- vi. Certified contract workers payroll for City verification of compliance with prevailing wages.
- vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee.

**EXHIBIT "F"**

**ESTIMATED DIF FEE OBLIGATION, FUNDS AVAILABLE IN THE PROGRAM,  
FEE CREDIT  
GREEN VALLEY RECOVERY ACQUISITION, LLC**

<b>1 Project total dwelling units single family detached residential:</b>		
TR 37223	+	235 D.U.
TR 37262	+	191 D.U.
TR 37722	+	116 D.U.
		<hr/> 542 D.U.
 <b>2 Project total dwelling units multi-family detached residential:</b>		
TR 37816		97 D.U.
TR 37817	+	228 D.U.
TR 37818	+	374 D.U.
		<hr/> 699 D.U.
 <b>Project DIF fee obligation:</b>		
Total single family dwelling units:		542 D.U.
	x	\$4,025.00
		<hr/> \$2,181,550.00
Total multi-family dwelling units:		699 D.U.
	x	\$2,817.00
		<hr/> \$1,969,083.00
 <b>Total DIF Obligation</b>		
		<b>\$ 4,150,633.00</b>
 <b>3 The following facilities are included in the DIF Program:</b>		
Goetz Road		\$597,300.00
Murrieta Road	+	\$1,955,625.00
		<hr/> \$2,552,925.00
 <b>4 Construction Costs:</b>		
Goetz Road		\$571,131.24
Murrieta Road	+	\$1,161,466.78
	+	\$1,819,823.68
		<hr/> \$3,552,421.70
 <b>5 Improvement Cost Eligible for Fee Credit</b>		
Goetz Road		\$571,131.24
Murrieta Road	+	\$1,955,625.00
		<hr/> \$2,526,756.24
 <b>6 Project is expected to pay the following DIF Fees</b>		
Project DIF Obligation		\$4,150,633.00

<b>7 Eligible for Fee Credit</b>		<b>\$2,526,756.24</b>
<b>Remaining DIF Fees</b>	<b>-</b>	<b>\$4,150,633.00</b>
<b>DIF Fees Obligation</b>		<b>\$1,623,876.76</b>

<b>8 Net Project DIF Fee Obligation</b>		
<b>Remaining DIF Fee Obligation</b>		<b>\$1,623,876.76</b>





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 11, 2021

**SUBJECT:** TUMF Credit Agreement with Green Valley Recovery Acquisition, LLC for Right-of-Way Dedication to the City of Perris for Ethanac Road Improvements.

**REQUESTED ACTIONS:** City Council approve the TUMF Credit Agreement and authorize the Interim City Manager to execute the agreement in a form approved by the City Attorney

**CONTACT:** Stuart E. McKibbin, Contract City Engineer

---

#### **BACKGROUND/DISCUSSION:**

Green Valley Recovery Acquisition, LLC (“Developer”) has obtained entitlements to construct 542 single family residential units on about 146 acres of real property in Tracts 37722, 37723, and 37262 in the Green Valley Specific Plan (“Project”).

The City and Developer negotiated a Memorandum of Understanding whereby the Developer contributed \$2 million toward the City’s Ethanac Road Improvement Project and the City included additional widening and curb and gutter improvements adjacent to the Developer’s property being developed as Tr. 36988 and Tr. 36989. The Developer also dedicated property to the City for the Ethanac Road improvements. Taken together these improvements satisfied the development’s Conditions of Approval regarding Ethanac Road.

The Council approved the MOU on August 29, 2017 and the MOU applies to 769 acres of real property, which includes Tracts 37722, 37723, and 37262. The city subsequently completed construction for Ethanac Road Street Improvements as part of a Fiscal Year 18/19 Capital Improvements Project.

Section 5.2 of the MOU allows the City, at its own discretion, to determine if the Developer is eligible to receive Transportation Uniform Mitigation Fee (“TUMF”) credit and the amount of the credit. In 2020 the Developer requested the City to make those determinations and submitted an appraisal prepared by WESTATES Appraisal Group, Inc. to assess the property values of the Ethanac Road right-of-way dedicated by the Developer.

After review of the appraisal, its assumptions, and associated documents, staff recommends that the value of the property, and the amount of the TUMF credit, should be \$2 million.

The Developer’s total TUMF obligation for the project \$5,317,020. The remaining TUMF

obligation after the credit is applied to the 542 dwelling units is \$3,317,020.

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

The City's determination of right-of-way value will be furnished to Western Riverside Council of Government staff for their use in tracking TUMF credits.

---

**BUDGET (or FISCAL) IMPACT:**

There is no fiscal impact associated with the execution of the TUMF Credit Agreement. The agreement implements the credit authorization under the TUMF Program and included in the August 29, 2017 MOU.

---

Prepared by: Brad Brophy, Deputy City Manager

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager   
Finance Director \_\_\_\_\_

**Attachment:**

1. Vicinity Map
2. TUMF Improvement and Credit/Reimbursement Agreement
3. Staff Report and MOU signed executed dated August 29, 2017 w/o Attachments

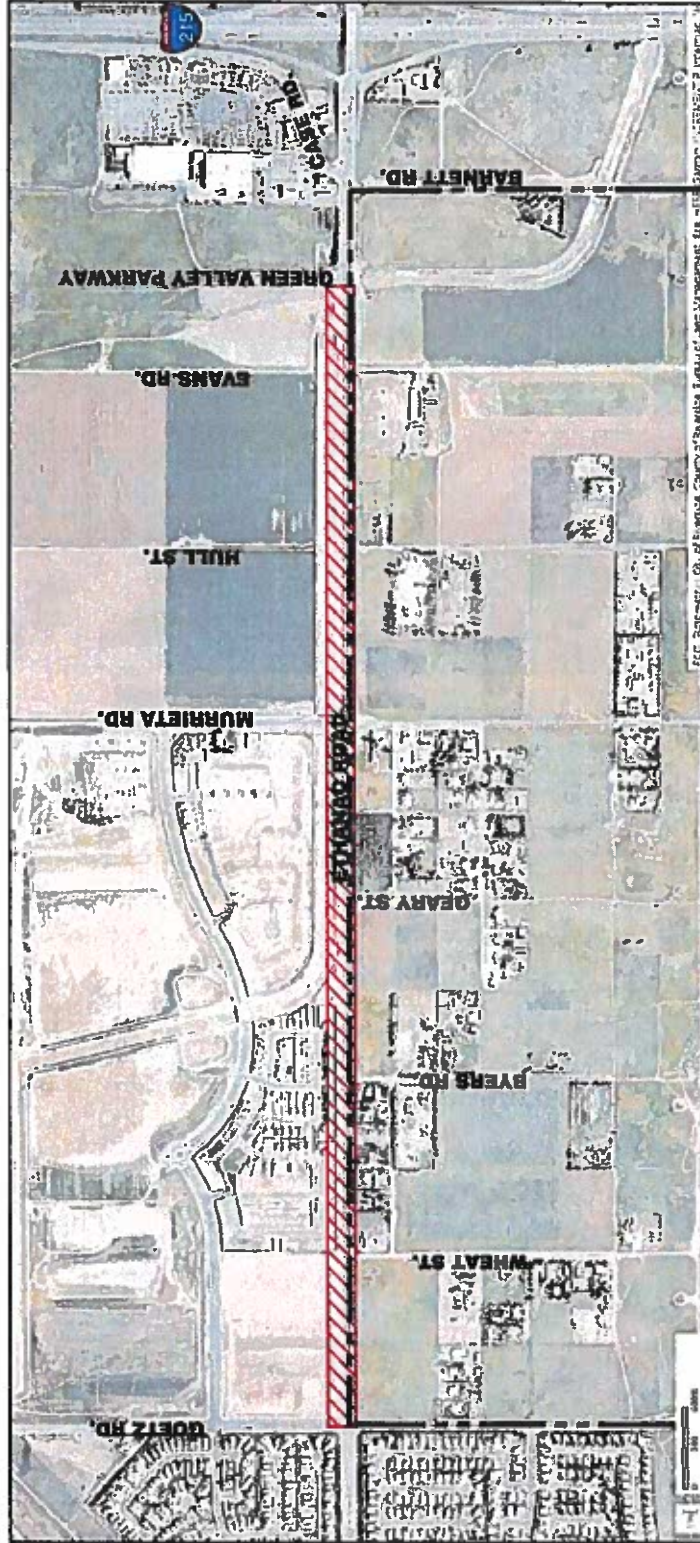
Consent: X  
Public Hearing:  
Business Item:  
Presentation:  
Other:



**Attachment #1**

**Vicinity Map**



# ETHANAC ROAD RIGHT-OF-WAY DEDICATION VICINITY MAP



**LEGEND:**  
 PROJECT LOCATION  
 CITY OF FERRIS LIMIT

**TRI LAKE**  
 CONSULTANTS, INC.  
 CITY ENGINEER  
 DATE: 02/09/2021

**Attachment #2**

**TUMF Improvement and Credit/Reimbursement Agreement**

**CREDIT AGREEMENT  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **CREDIT AGREEMENT** (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Perris, a California municipal corporation (“City”), and Green Valley Recovery Acquisition, LLC, with its principal place of business at 1166 Avenue of the Americas, New York, NY 10020 (“Developer”). City and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

**RECITALS**

**WHEREAS**, Developer owns approximately 146 acres of real property located within the City of Perris, California, which is more specifically described in the legal description set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”);

**WHEREAS**, Developer has requested from City certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as 542 single family residential dwelling units of Tracts 37722 (116 DU), 37223 (235 DU) and 37262 (191 DU) (“Project”);

**WHEREAS**, the City is a member City of the Western Riverside Council of Governments (“WRCOG”), a joint powers City comprised of the County of Riverside and 18 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee (“TUMF”) Program;

**WHEREAS**, as part of the TUMF Program, the City has adopted “Transportation Uniform Mitigation Fee Nexus Study: 2016 Update” (“2016 Nexus Study”)

**WHEREAS**, as a condition to City’s approval of the Project, City has required Developer to construct certain street and transportation system improvement(s) of regional importance (“TUMF Improvements”);

**WHEREAS**, pursuant to the TUMF Program, the City requires Developer to pay the TUMF which covers the Developer’s fair share of the costs to deliver those TUMF Improvements that help mitigate the Project’s traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the “TUMF Network”), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

**WHEREAS**, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2016 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

**WHEREAS**, the City and the Developer have executed a Memorandum of Understanding on August 29, 2017 that allows the City at its discretion to determine the eligibility and the amount of TUMF credit for 2.97 acres of right of way dedication by Developer for Ethanac Road;

**WHEREAS**, City and Developer have entered into an improvement and credit agreement providing Developer with an offset against Developer's park DIF fees and such agreement was approved by the City Council at its May 11, 2021, regular meeting.

**WHEREAS**, City and Developer now desire to enter into this Agreement to provide a means by which the value of the Developer's rights-of-way dedication is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG.

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

### **TERMS**

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

**Right-of-Way dedication for TUMF Improvements.** Developer has dedicated the right-of-way along Ethanac Road between Goetz Road and Green Valley Parkway for the City of Perris to construct street improvements. The City of Perris has constructed at its own cost, expense, and liability certain street and transportation system improvements generally described Ethanac Road, from Goetz Road to Green Valley Parkway shown more specifically on the plans, profiles, and specifications, which have been or will be prepared by City, and which are incorporated herein by this reference ("TUMF Improvements"). .

2.0 **TUMF Credit.**

2.1 **Developer's TUMF Obligation.** Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to CITY pursuant to Ordinance No. 1352 as part of the TUMF Program is Five Million Three Hundred Seventeen Thousand Twenty Dollars (\$5,317,020) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the City at the time the Developer submits a building permit application. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

2.2 **Fee Adjustments.** Notwithstanding the foregoing, Developer agrees that this Agreement shall not stop City from adjusting the TUMF in accordance with the provisions of Ordinance No. 1352.

**Credit Offset Against TUMF Obligation.** Pursuant to Ordinance No. 1352 and in consideration for Developer's delivery of TUMF eligible ROW dedication, Two Million Dollars (\$2,000,000) credit shall be applied by City to offset the TUMF Obligation ("Actual Credit"). Developer hereby agrees that the amount of the Actual Credit shall be applied after the Reimbursement/Credit agreement has been executed by all parties and the notice required by Section 2.3 is issued.



2.3 As the dollar amount of the Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(i) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by CITY pursuant to this section.

(ii) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by City pursuant to this section.

City shall provide Developer written notice of the determinations that City makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

2.4 Not used.

2.5 Not used.

2.6 Not used.

3.0 Miscellaneous.

3.1 Assignment. Developer may, as set forth herein, assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof (Appraisal Report Prepared by the City Approved Appraisal Firm) as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this Section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with City in a form reasonably acceptable to City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 2.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

3.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or City between or among City, WRCOG and Developer. Developer's contractors are exclusively and

solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City. This Agreement shall be interpreted and administered in a manner consistent with the TUMF Administrative Plan in effect at the time this Agreement is executed.

3.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

3.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

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

To CITY:                   City of Perris  
                                  Perris City Hall  
                                  101 North D Street  
                                  Perris, CA 92570  
                                  Attention: Clara Miramontes, Interim City Manager  
                                  Phone (951) 943-6100

To Developer:           Green Valley Recovery Acquisition, LLC  
                                  1166 Avenue of the Americas  
                                  New York, NY 10020  
                                  Attn: Matt Villalobos  
                                  Phone (858) 500-6782

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

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

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

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

3.9 Termination. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date.

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

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

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

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

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

the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

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

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

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

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

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

**DEVELOPER:**

**Green Valley Recovery Acquisition, LLC**

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

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

**ATTEST:**

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

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

**CITY OF PERRIS:**

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

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

**ATTEST:**

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

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**[ATTACH BEHIND THIS PAGE]**

**TRACT 37722**

APN 330-150-017

LOT 26 OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING ½ INTREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28,1941 AS INSTRUMENT NO. 1756 OF OFFICAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ACRES 25.61 (GROSS)

**TRACT 37223**

APN 327-220-007 THRU -010

LOT 35 THROUGH 28, INCLUSIVE, OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING ½ INTREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28,1941 AS INSTRUMENT NO. 1756 OF OFFICAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ACRES 55.58 (GROSS)

**TRACT 37262**

APN 330-150-006 THRU -008

LOT 15 THROUGH 17, INCLUSIVE, OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN BOOK 226 PAGES 88

EXHIBIT A-9



**THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER  
OF SAID COUNTY.**

**ALSO EXCEPTING ½ INTREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED  
IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED  
NOVEMBER 28,1941 AS INSTRUMENT NO. 1756 OF OFFICAL RECORDS OF RIVERSIDE  
COUNTY, CALIFORNIA.**

**ACRES 65.01 (GROSS)**

**EXHIBIT A-10**

**Attachment #3**

**Staff Report and MOU Dated August 29, 2017**

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: August 29, 2017**

**SUBJECT:** Memorandum of Understanding with Green Valley Recovery Acquisition LLC for Ethanac Road Improvements adjacent to the Green Valley Specific Plan bounded generally by Ethanac Road, Goetz Road, Case Road, and I-215

**REQUESTED ACTION:** That the City Council approve the terms of Memorandum of Understanding with Green Valley Recovery Acquisition LLC for Ethanac Road Improvements

**CONTACT:** Eric Dunn, City Attorney

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**BACKGROUND/DISCUSSION:**

In 1990 the City Council approved Specific Plan 89-25 for the planned Green Valley community situated on approximately 1269.2 acres within the City, bounded generally by Ethanac Road, Goetz Road, Case Road, and I-215.

The Developer is now processing Tract Maps 36988 and 36989 which include conditions of approval to construct certain street and median improvements along Ethanac Road. At the same time, the City is preparing to construct its own street improvements and widening along Ethanac Road. The City's project is expected to go to bid within the next two months.

City Staff and the Developer have negotiated a memorandum of understanding ("MOU") whereby the Developer will contribute \$2,000,000 toward the Ethanac Road improvements, and the City will include additional widening and curb and gutter improvements adjacent to the Developer's property as part of the City's project. This will satisfy the conditions of approval for the Ethanac Road improvements required for Tract Maps 36988 and 36989.

Additionally, the Developer will design the median and provide a bid-ready design to the City, along with funds or security to pay for the costs of construction. The City will add the median to the bid as an alternate item.

The MOU is attached in draft form. Staff recommends that the City Council approve the terms of the MOU and authorize and direct the City Manager to execute the MOU when it is in final form. If there are any substantive changes to the MOU, the MOU will be brought back for further consideration.

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**BUDGET (or FISCAL) IMPACT:**

The City will receive \$2,000,000 to assist with the cost of the expanded Ethanac Road improvements.

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**Reviewed by:**

City Attorney X

Assistant City Manager BM

Director of Finance [Signature]

**Attachments:**

1. Memorandum of Understanding

Consent: X

Public Hearing:

Business Item:

Other:

**MEMORANDUM OF UNDERSTANDING  
GREEN VALLEY SPECIFIC PLAN 89-25**

This Memorandum of Understanding (the "MOU") is executed this \_\_\_\_ day of August, 2017, by and between the City of Perris, a municipal corporation (the "City"), and Green Valley Recovery Acquisition LLC, a Delaware limited liability company (the "Owner").

WHEREAS, on March 5, 1990, the City adopted Resolution No. 1781, approving Specific Plan 89-25 Green Valley (the "Specific Plan") for a planned community situated on approximately 1269.2 acres within the City.

WHEREAS, on March 5, 1990, the City certified a Final Environmental Impact Report (SCH No. 89032707) for the Specific Plan (the "EIR").

WHEREAS, Specific Plan Condition of Approval No. 16 grants the City the authority to vest undeveloped portions of the Specific Plan through the adoption of an Implementation Plan.

WHEREAS, Owner and City entered into an Implementation Plan, dated May 9, 2013, concerning the development of approximately 769 acres of real property located within the boundaries of the Specific Plan (the "Property"). A legal description of the Property is attached hereto as Attachment "A".

WHEREAS, Owner desires to develop the Property into a housing development (the "Project").

WHEREAS, the City desires to construct certain street improvements on Ethanac Road within its current right-of-way in the City, which is adjacent to and will also serve the Property and which is more particularly described in Attachment "B" (the "Ethanac Improvements").

WHEREAS, Owner has dedicated a portion of the Property to City for street purposes, as contemplated by the Ethanac Improvements, which dedication the City accepted on February 7, 2017. Owner desires to contribute to the costs of the Ethanac Improvements and, in turn, Owner may be eligible for credits related to fees that Owner will be required to pay due to Owner's development of the Project.

WHEREAS, the terms and conditions of this MOU have been found by the City to be fair, just, and reasonable, and prompted by unique planning considerations presented by the Property, the economic climate, and the public benefits to adhere in the City.

WHEREAS, this MOU will serve to implement the policies, objectives, and standards of the Specific Plan.

WHEREAS, this MOU will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure the development of the Ethanac Improvements, and generally serve the public interest.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and conditions herein contained, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.
2. **Property.** The Property includes all of the approximately 769 acres of real property described in Attachment A, attached hereto.
3. **Effective Date:** This MOU shall become effective upon the City Council's approval of this MOU (the "Effective Date").
4. **Owner's Obligations.**

4.1 Provided that the City has granted its final, non-appealable approval for Tract 36988 and Tract 36989 and the applicable statute of limitations has expired, within 60 days of the Effective Date of this MOU or prior to the City initiating the bid process for the Ethanac Improvements, whichever comes first, Owner shall pay the City Two Million Dollars (\$2,000,000.00) as Owner's contribution to the City's costs in carrying out the Ethanac Improvements (the "Payment"). The City shall provide Owner at least twenty-one (21) days notice prior to initiating the bid process for the Ethanac Improvements.

4.2 In addition to the Payment, Owner may request that the City complete certain median improvements (the "Median Improvements") in conjunction with the Ethanac Improvements. The Median Improvements are depicted in Attachment "C". City agrees to construct the Median Improvements provided that, prior to City's initiation of the bid process for the Ethanac Improvements, Owner prepares and submits to City a bid-ready design approved by the City's City Engineer, and deposits with City the amount of the engineer's estimate for the Median Improvements (the "Median Payment"). Owner may submit an irrevocable letter of credit, in a form approved by City, in lieu of the Median Payment.

4.3 City acknowledges that the Owner's submittal of the Payment and the Median Payment satisfies all of Owner's obligations under the Specific Plan related to the construction of the Ethanac Improvements and the Median Improvements. Furthermore, City acknowledges that the Owner's submittal of the Payment and the Median Payment satisfies the conditions of approval for Tracts 36988 and 36989 related to the construction of the Ethanac Improvements and the Median Improvements. The City shall not delay or withhold the issuance of any permits, including grading permits, building permits, or certificate of occupancy permits in the event that the City does not complete the Ethanac Improvements or the Median Improvements.

4.4 Owner has dedicated, and the City accepted such dedication on February 7, 2017, that portion of the Property necessary for the Ethanac Improvements and more particularly depicted in Attachment "D", to the City for street purposes. City acknowledges that the Property dedicated is adequate and that the City will not request any additional Property from the Owner for the Ethanac Improvements.



**4.5** Owner acknowledges that if Owner does not make the Payment as described in Section 4.1, or does not submit the design and deposit for the Median Improvements as described in Section 4.2, then City will proceed with a portion of the Ethanac Improvements as determined by City in its sole discretion. In that event, Owner will (as applicable) be solely responsible for completing the Median Improvements and the remaining portion of the Ethanac Improvements required by the conditions of approval for Tracts 36988 and 36989.

**5. City's Obligations.**

**5.1** The City shall carry out the Ethanac Improvements in compliance with Federal, State, and local law. Owner shall cooperate and coordinate with the City if any construction occurs on its Property. However, to the extent that funding is no longer available, as determined by the City in its sole discretion, the City shall not be obligated to carry out the Ethanac Improvements. In such event, Owner will not be obligated or conditioned beyond the Payment provided Owner has made the Payment pursuant to Section 4.1.

**5.2** Owner may be eligible to receive a credit for amounts that Owner is obligated to pay pursuant to the Transportation Uniform Mitigation Fee (the "TUMF") provided that Owner has complied with Section 4.1 and that City receives additional TUMF funding from the Western Riverside Council of Governments to carry out the Ethanac Improvements (the "TUMF Credit"). City shall determine, in its sole discretion, whether Owner is eligible to receive the TUMF Credit and, to the extent Owner is to receive the TUMF Credit, the amount of the TUMF Credit.

**5.3** Owner may be eligible to receive a credit based upon Owner's installation of storm drain pipes as depicted in Attachment "E" to assist in the construction of the Ethanac Improvements (the "Storm Drain Credit") provided that Owner has complied with Section 4.1 and has actually constructed such storm drain pipes. The Storm Drain Credit will be based upon Owner's actual cost of the work to construct such storm drain pipes and shall be in an amount approved by the City at its sole discretion. If Owner decides to install the storm drain pipes, the City shall deduct the Owner's actual costs incurred for said installation from the Payment.

**5.4** Owner acknowledges and agrees that its receipt of the TUMF Credit and the Storm Drain Credit pursuant to this MOU is not guaranteed and that Owner may not receive any credits pursuant to this MOU.

**6. Term.** The term of this MOU shall commence upon the Effective Date and shall be effective for ten (10) years (the "Term") unless terminated, modified, or extended by mutual agreement of the City and the Owner.

**7. Reservation of Power.** Notwithstanding any other provision of this MOU, the parties acknowledge and agree that the City is restricted in its authority to limit its police power, and that the foregoing limitations, reservations, and exceptions are intended to reserve to the City all of its police power, which cannot be so limited. This MOU shall be construed to reserve to City all such power and authority that cannot be restricted by this MOU.

**8. Assignment.** Owner shall have the right to sell, ground lease, transfer, or assign the Property in whole or in part to any person, partnership, joint venture, firm, or corporation at

any time during the Term without the City's consent. This MOU shall inure to the benefit of Owner's successors and assigns. Owner shall notify the City of any sale of the Property.

9. **Notices.** All notices or other communications required hereunder shall be in writing and shall be personally delivered or sent by certified mail or electronic transmission, and shall be deemed received on the date of receipt personally or by electronic transmission. Notices shall be sent addressed as follows:

**If to the 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

**If to Owner:**

Green Valley Recovery Acquisition LLC  
1251 Avenue of the Americas, 50th Floor  
New York, New York 10020  
Attention: Jonathan Shumaker  
Fax: (212) 977-9505  
e-mail: [jon.shumaker@paulsonco.com](mailto:jon.shumaker@paulsonco.com)

**With a copy to:**

Rain Tree Investment Corporation  
5796 Armada Drive, Suite 375  
Carlsbad, California 92008  
Attention: Patrick Parker  
Fax: (714) 388-3755  
e-mail: [pparker@raintree.us.com](mailto:pparker@raintree.us.com)

**With a copy to:**

Mayer Brown LLP  
350 South Grand Avenue, 25th floor  
Los Angeles, California 90071  
Attention: Edgar Khalatian



Fax: (213) 229-9548  
e-mail: ekhalatian@mayerbrown.com

10. **Indemnification.** Owner shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this MOU by Owner or by any individual or entity for which Owner is legally liable, including but not limited to officers, agents, employees or subcontractors of Owner.

11. **No Third Party Beneficiaries.** This MOU is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this MOU.

12. **Not Applicable to Other Property within Specific Plan.** This MOU is applicable only to the Property as defined herein, and not to any other property within the Specific Plan.

13. **Governing State Law.** This MOU shall be construed in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this MOU shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Owner agrees to submit to the personal jurisdiction of such court in the event of such action.

14. **Severability.** Invalidation of any of the provisions contained in this MOU by judgment or court other shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this MOU, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purpose of this MOU or the rights and obligations of the parties thereto.

15. **Entire MOU.** This MOU constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first written above.

Owner:

Green Valley Recovery Acquisition LLC,  
a Delaware limited liability company

By: \_\_\_\_\_,  
Jon Shumaker, its authorized signatory

**City:**  
**City of Perris, a Municipal Corporation**

**By:** \_\_\_\_\_  
**Richard Belmudez, City Manager**

**ATTEST:**

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

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

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

**ATTACHMENT A**  
**Property Legal Description**  
**[ATTACHED]**

**ATTACHMENT B**  
**Ethanc Improvements**  
**[ATTACHED]**

**ATTACHMENT C**  
**Median Improvements**  
**[ATTACHED]**

**ATTACHMENT D**  
**Portions of the Property subject to Dedication**  
**[ATTACHED]**

**ATTACHMENT E**  
**Storm Drain Improvements**  
**[ATTACHED]**

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# CITY OF PERRIS


## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 11, 2021

**SUBJECT:** Improvement and Credit Agreement Development Impact Fee Program between the City of Perris and Green Valley Recovery Acquisition for future park development within the Green Valley Specific Plan

**REQUESTED ACTION:** Approve the Improvement and Credit Agreement Development Impact Fee Program between the City of Perris and Green Valley Recovery Acquisition for future park development within the Green Valley Specific Plan; and authorize the Interim City Manager to execute agreement subject to City Attorney approval as to form.

**CONTACT:** Sabrina Chavez, Director of Community Services 

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#### BACKGROUND/DISCUSSION:

On September 24, 2019, the City Council approved a Memorandum of Understanding (“Park MOU”) between the City and Green Valley Recovery Acquisition (“Developer”) for the dedication of 35 acres of park land in accordance with requirements of the Airport Land Use Commission and is further associated with the approval of two residential tracts, Tract Maps 36989 and 36988. The Park MOU, dated October 23, 2019, stipulates that the Developer will complete park improvements at a value of \$6 million and be reimbursed through Parks Development Impact Fees collected by the City from four residential tracts (36988, 36989, 37223, and 37262) designated within the Green Valley Specific Plan (See Attachment 2). It was provisioned in the Park MOU that park improvements would commence upon; 1) City approval of the park improvement plans; 2) awarding of a contract by Developer for the construction of park improvements; 3) City approval of Tentative Tract Maps 37223 and 37262; and 4) the issuance of the first building permit for Tentative Tract Maps 37223 or 37262, whichever occurred first.

Since, the Developer is required to amend the original Park MOU as part of the six new residential tracts (Tract Maps 37262, 37222, 37223, 37816, 37817, 37818) proposed within the Green Valley Specific Plan, resulting in a total of 1,240 residential units, which were considered and approved by City Council on February 9, 2021. The approved new tract maps were conditioned to amend and restate the original Park MOU, however subsequent to City staff’s ongoing efforts and negotiations with the Developer, it was mutually agreed upon to proceed with an Improvement and Credit Agreement for a Development Fee Program (“Agreement”) for future park improvements. Therefore, an amendment and restatement of the original Park MOU as previously conditioned is no longer required. The proposed Agreement satisfies the project condition, and



also includes a recital to supersede and terminate the original Park MOU upon execution of the Agreement.

The Agreement is required to account for a change in the terms and construction schedule for park improvements to be developed by the Developer, and it provides a means by which the Developer's costs for project delivery of the park improvements is offset against the Developer's Park Development Impact Fees ("Park DIF") obligation estimated at approximately \$11,600,000. A brief summary of the main provisions outlined in the draft Agreement are as follows:

- 1. Park Improvements:** Future park improvements consist of two phases proposed on Lots 24 and 25 totaling an estimated cost of \$11.7 million. Phase 1 park improvements proposed on Lot 25 is comprised of approximately 30 acres and costs are estimated at \$8.8 million. Phase 2 park improvements proposed on Lot 24 is comprised of approximately 1.10 acres (not including the detention basin) and costs are estimated at \$2.9 million. Concept park improvements plans for Lot 25 were previously approved as part of the original Park MOU, however Lot 24 will be subject to approval by the Parks and Recreation Committee. The Concept Park Plans exhibiting the park amenities proposed are included in the attached Agreement for reference.
- 2. Park DIF Credit:** The City will provide credit to the Developer against the Park Development Impact Fees to offset the costs incurred for the construction of future park improvements. The Parks DIF Credit will be based on park fees owed for all eight tracts maps, which include park fees collected from the 308 residential units as part of original Tract Maps 36988 and 36989, in addition to the 1,240 residential units comprised from the six new tract maps.
- 3. City Contribution Amount:** The City Contribution Amount is the sum of paid Park Development Impact Fees collected at the issuance of building permits for construction of 308 residential units within Tract Maps 36988 and 36989. A total of \$1.7 million of Park DIF has been paid, and approximately \$700,000 of Park DIF will be paid at the completion of the tract maps. City will allocate and pay the Developer's Contractor the available City Contribution Amount towards the cost of the design and construction of the future park improvements.
- 4. Construction Schedule:** At the request of the Developer, the construction start date of Phase 1 park improvements was postponed from the issuance of the first building permit of either Tentative Tract Map 37223 or 37262, to the issuance of the 100<sup>th</sup> building permit aggregated from the six new residential tracts requiring completion of the construction 24 months thereafter. The construction start date of Phase 2 park improvements is now proposed at the issuance of the 650<sup>th</sup> building permit aggregated from the six new residential tracts and complete construction 12 months thereafter.

Details for the updated terms and construction schedule is reflected on the attached, draft Agreement (See Attachment 1). Staff respectfully recommends that the City Council approve the draft Agreement based on the information contained in this staff report, and authorize the Interim City Manager to execute said agreement, which has been approved by the City attorney as to form.

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**BUDGET (or FISCAL) IMPACT:**

There is no significant fiscal impact related to the preparation of this item.

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Prepared by:

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Finance Director \_\_\_\_\_

A handwritten signature in black ink, appearing to be a stylized 'Q' or similar character, is written over the signature lines for the Assistant City Manager and Finance Director.

Attachment 1: Draft Improvement and Credit Agreement Development Impact Fee Program  
2: Memorandum of Understanding dated October 23, 2019

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



# **CITY OF PERRIS**

COMMUNITY SERVICES

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## **ATTACHEMENT 1:**

Draft  
Improvement and Credit Agreement  
Development Impact Fee Program

**IMPROVEMENT AND CREDIT AGREEMENT  
DEVELOPMENT IMPACT FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Perris, a California municipal corporation (“**City**”), and Green Valley Recovery Acquisition, LLC, a Delaware limited liability company with its principal place of business at 1166 Avenue of the Americas, New York, NY 10020 (“**Developer**” or “**Owner**”). City and Developer are sometimes hereinafter referred to individually as “**Party**” and collectively as “**Parties**”.

**RECITALS**

**A.** Developer owns (or owned at the time of approval) Tracts 36988, 36989, 37223, 37262, 37722, 37816, 37817 and 37818 located within the City of Perris, California, which are more specifically described in the legal description set forth in **Exhibit “A”**, attached hereto and incorporated herein by this reference (collectively, the “**Property**”).

**B.** City is the administrator for the Park Development Impact Fee (“**Park DIF**”) Program pursuant to Perris Municipal Code Section 19.68.020 and related City policies and regulations, as each may be amended from time-to-time, (“**PMC 19.68.020**”) which requires developers to pay their fair share of the costs to construct public parks and infrastructure that will be necessary to accommodate and mitigate impacts and burdens on the public generally by new development and that are necessary to protect the safety, health and welfare of persons in the City. Park DIF Fees are collected as a condition to the development of land prior to the issuance of building permits.

**C.** In 2019, the City approved the construction of 308 single family residential dwelling units on Tentative Tract Maps 36988 and 36989 (“**Tracts 36988 & 36989**”).

**D.** The Park DIF Fees are based on the City’s Parks and Recreation Facilities Development Impact Fee Justification Study, dated June 29, 2017, and adopted by the City on July 11, 2017, as it may be amended from time-to-time (“**Facilities Study**”). The Facilities Study identifies the public improvements that are to be funded with the Park DIF Fees collected under the Park DIF Program. Park Improvements that are listed in the Facilities Study may be eligible for Park DIF Fee credit and/or reimbursement under the Park DIF Program.

**E.** Condition of Approval No. 31(h) of Tracts 36988 & 36989 (“**Condition No. 31(h)**”) required Owner to dedicate the property more specifically described and depicted in **Exhibit “B”** (“**Dedication Property**”) to City in conjunction with the recordation of Tracts 36988 & 36989. The Dedication Property is divided into Lot 24 and Lot 25 as more specifically shown in **Exhibit “B-1”**. The City acknowledges that the Dedication Property was conveyed to the City by means of the City’s acceptance of the Irrevocable Offer of Dedication for the Dedication Property on November 5, 2019 that was recorded on January 15, 2020 as Instrument No. 2020-0019716 in the Riverside County Official Records, and that City will take any necessary action to complete the acceptance of title.

**F.** City and Developer entered into a Memorandum of Understanding for the Dedication

of Park Land and Construction of Park Improvements approved by the City Council of City on September 24, 2019 (“**Original MOU**”) and, pursuant to Section 7.6 of the Original MOU, Developer delivered to City the required bonds (“**Original Bonds**”).

**G.** The Dedication Property was annexed into City of Perris Landscape Maintenance District No. 1 as Benefit Zone 127 (“**LMD**”) and City will commence collecting assessments for the maintenance of the Dedication Property when authorized by law.

**H.** On February 9, 2021, the City approved Tentative Tract Maps 37223, 37262, 37722, 37816, 37817 and 37818 (“**Tentative Maps**”).

**I.** Tracts 36988 & 36989 and the Tentative Maps are collectively hereafter referred to as the “**Project**”.

**J.** As a condition to City’s approval of the Tentative Maps approved on February 9, 2021, City has required Developer to construct certain park improvements upon the Dedication Property which are more specifically described in **Exhibit “C”** (“**Park Improvements**”);

**K.** The Park Improvements include a Phase 1 and Phase 2, which are respectively provided in **Exhibits “C-2” and “C-3”**.

**L.** Developer’s dedication of the Dedication Property and construction of the Park Improvements thereon pursuant to the terms of this Agreement shall constitute the full satisfaction of dedication requirements and conditions of approval relating to park improvements for the Project, as well as providing Developer with credits to offset against the Park DIF Obligation (as defined below) as described further herein.

**M.** City and Developer have entered into an agreement providing Developer with \$2,000,000 in credits for Transportation Uniform Mitigation Fees (“**TUMF Credit**”) from the Western Riverside Council of Governments and such agreement was approved by the City Council at its May 11, 2021, regular meeting.

**N.** City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the Park Improvements; (2) to ensure that delivery of the Park Improvements is undertaken as if the Park Improvements were constructed under the direction and authority of the City; (3) to provide a means by which the Developer’s costs for project delivery of the Park Improvements is offset against Developer’s Park DIF Obligation; and (4) to supersede and terminate the Original MOU.

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

#### **TERMS**

**1. Incorporation of Recitals and Original MOU Superseded/Terminated.**

**1.1** The Parties hereby affirm the facts set forth in the Recitals above and

agree to the incorporation of the Recitals as though fully set forth herein.

**1.2** This Agreement supersedes and terminates the Original MOU, which shall be of no further force and effect.

**1.3** The City shall release and return the Original Bonds within thirty (30) days of the Effective Date of this Agreement.

**2. Description of the Park Improvements; Estimated Costs.** Developer shall be responsible for constructing all the Park Improvements and, except for the City Contribution Amount (as defined in Section 6.3 below) and as otherwise provided below in this Section 2, payment of all of the Park Improvements costs as they are incurred. A description of the Park Improvements, the implementation schedule, a detailed scope of work and Developer's estimated cost therefor, is more specifically described in **Exhibit "C"**, attached hereto and incorporated herein by this reference, and is subject to the modification as requested by the City and agreed to by Developer in Developer's reasonable discretion. The estimated costs to construct the Park Improvements is set forth in **Exhibit "C"** attached hereto (the "**Estimated Costs**"). Developer and City agree that Phase 1 of the Park Improvements shall be constructed in accordance with Exhibit "C" even if the lowest bid exceeds the Estimated Cost for Phase 1 (provided, however; in no event shall the cost for the design and construction of Phase 1 of the Park Improvements exceed the Park DIF Obligation Amount (as defined in Section 6.1 below)), and that Developer will receive credit for eligible costs as provided herein.

Prior to construction of the Phase 2 Park Improvements, the parties shall meet and confer to discuss the scope of the Phase 2 Park Improvements and how the Phase 2 Park Improvements may be adjusted or the cost decreased. The scope of the Phase 2 Park Improvements will then be adjusted such that the total estimated cost to design and construct the Phase 2 Park Improvements, when added to the actual cost incurred for design and construction of the Phase 1 Park Improvements, will not exceed the Park DIF Obligation Amount, except for any additional costs approved and to be funded by the City (in addition to the City's funding of the City Contribution Amount pursuant to Section 6.3 hereinbelow). For purposes of clarification, notwithstanding any other provision in this Agreement to the contrary, to the extent the scope of Phase 2 Park Improvements has not been adjusted as provided above the City shall be responsible to provide all funding (in addition to the City's funding of the City Contribution Amount) for costs of the design and construction of the Park Improvements in excess of the Park DIF Obligation Amount.

**3. Park DIF Credit/City Contribution Amount.** City shall provide credit to Developer against the future Park DIF Obligations for the 1,240 residential dwelling units in the real property contained in the Tentative Maps for Developer's construction and delivery of the Park Improvements, on the terms and conditions set forth herein, for a sum not to exceed the actual verified costs of the Park Improvements, estimated to be the Estimated Costs, for eligible costs as described in Section 4 less the City Contribution Amount. As is provided in more detail below, the City Contribution Amount shall be equal to the Park DIF paid or to be paid for the 308 units of Tracts 36988 and 36989 (in the amount of approximately \$2,400,000).

**4. Eligible Costs for Credit.** The following items may be eligible for credit provided

that such items are included in the scope of work attached to Exhibit "C": (i) Developer and/or consultant costs associated with direct Park Improvements coordination and support; (ii) costs expended in preparing preliminary engineering studies; (iii) costs expended for preparing environmental review documentation for the Park Improvements; (iv) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the Developer and initiated by the City, and costs of reviewing appraisals and offers for property acquisition; (v) costs reasonably incurred if condemnation proceeds; (vi) costs incurred in preparing of plans, specifications, and estimates by Developer or consultants; (vii) Developer costs associated with bidding, advertising and awarding of the Park Improvements contracts; (viii) construction costs, including change orders to construction contract approved by the Developer; and (ix) construction management, field inspection and material testing costs.

5. Ineligible Costs. The Credit amount shall not include the following items which costs shall be borne solely by the Developer without any credit: (i) Developer administrative costs; (ii) Developer costs attributed to the preparation of invoices, billings and payments; (iii) any City fees attributed to the processing of approvals for the Park Improvements; (iv) costs for items of work not included within the scope of work in Exhibit "C"; and (v) costs incurred by Developer due to the development of the Property or Project, rather than construction of the Park Improvements.

6. Park DIF Credit Process.

6.1 Developer's Park DIF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City pursuant to PMC 19.68.020 and the Facilities Study is approximately \$11,600,000 for the Project ("**Park DIF Obligation**" or "**Park DIF Obligation Amount**"). As of the Effective Date of this Agreement, \$1,700,000 of the Park DIF Obligation related to Tracts 36988 & 36989 has been paid ("**Tracts 36988/36989 Paid Park DIF Fees**") and approximately \$700,000 remains to be paid to City of the Park DIF Obligation for the remaining undeveloped lots in Tracts 36988 & 36989 ("**Tracts 36988/36989 Unpaid Park DIF Fees**"). The Tracts 36988/36989 Unpaid Park DIF Fees shall be in an amount as calculated pursuant to PMC 19.68.020 and the Facilities Studies. The remaining estimated Park DIF Obligation shall be in the amount as calculated pursuant to PMC 19.68.020 and the Facilities Study for the Tentative Maps ("**Park DIF Credit Calculation**").

6.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop City from adjusting the Park DIF in accordance with the provisions of PMC 19.68.020 and the Facilities Study.

6.3 City Contribution. City, in exchange for the City's expanding the scope of the Park Improvements beyond that initially contemplated for the Project, has agreed to allocate and contribute the City Contribution Amount towards the cost of the design and construction of the Park Improvements pursuant to the terms set forth in this Section 6.3. For purposes of this Agreement, the term "**City Contribution Amount**" shall mean the sum of: (i) the Tracts 36988/36989 Paid Park DIF Fees and (ii) the Tracts 36988/36989 Unpaid Park DIF Fees (as and when they are collected from builders constructing homes on lots located within Tracts



36988/36989). The funds constituting the City Contribution Amount shall be maintained by the City in a separate account, until the City Contribution Amount is fully disbursed pursuant to the terms of this Section 6.3. For purposes of clarification, the City Contribution Amount shall not include funds in any other account or funds from the City's general fund. The City shall pay for the costs of the design and construction of the Park Improvements, up to an amount not to exceed the City Contribution Amount unless the City's funding obligation is increased pursuant to Section 2 above. In furtherance thereof, City agrees with Owner that the City Contribution Amount shall be paid to the contractor retained by Owner (the "Owner's Contractor") for the design and construction of the Park Improvement as follows:

a. Owner's Contractor shall submit to City quarterly invoices that have been reviewed and certified by Owner for work performed under the construction contract for the Park Improvements and related soft cost expenses each quarter. Owner shall certify to City that the relevant portion of the Park Improvements described in the invoice has been completed and meets the applicable design and construction standards. Such invoices shall include (i) a signed request for payment of the cost and the work performed for the applicable milestones and deliverables for which disbursement is sought; (ii) a copy of invoices or other evidence of the requirement for such payment; (iii) executed conditional lien waivers from all contractors/suppliers identified in the invoice; and (iv) executed unconditional lien waivers from all contractors/suppliers for work performed or materials supplied for which payment has been made in response to previous invoices.

b. City may independently review each invoice submitted by the Owner's Contractor to determine the Owner's Contractor has performed the work associated with the invoice and that the invoice is limited to eligible costs. Such review may include inspection of such work performed.

c. Except as to any charges for work performed or soft cost expenses incurred by Owner's Contractor which are disputed by City in Section 6.3(b), City will disburse payment to Owner's Contractor within thirty (30) calendar days of receipt of Owner's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Owner's Contractor for correction and resubmission. Review and payment by City for any invoice provided by Owner's Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

d. If, upon submission of an invoice by Owner's Contractor pursuant to this Section 6.3, City has insufficient funds in the City Contribution Amount account to pay Owner's Contractor due failure to have then collected sufficient Tracts 36988/36989 Unpaid Park DIF Fees, the Developer shall be obligated to pay any such shortfall. However, in such event as and when City collects additional Tracts 36988/36989 Unpaid Park DIF Fees such funds shall be deposited in the City Contribution Amount account and disbursed by the City pursuant to this Section 6.3 on future invoices submitted by Owner's Contractor until the City has disbursed the full City Contribution Amount.

e. After the City has disbursed the entire City Contribution Amount for payment of Owner's Contractor invoices as provided above, Developer shall be solely responsible for payment of all subsequent Owner's Contractors invoices for the costs of the Park



Improvements except as otherwise provided in Section 2 above.

**6.4 Credit Offset Against Park DIF Obligation.** Credit shall be applied by City to offset the Park DIF Obligation on a unit-by-unit basis (for all 1,240 units) for the Tentative Maps (“**Credit**”) subject to verification under Section 6.5 and adjustment and reconciliation under Section 6.6. The Credit shall be applied after Developer has provided to the City the Security as defined in and pursuant to Section 16. The dollar amount of the Credit shall be equal to the lesser of: (i) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (ii) the unit cost assumptions for the Park Improvements in effect at the time of the contract award, as such assumptions are identified and determined in the Facilities Study (“**Unit Cost Assumptions**”), less the amount of the City Contribution Amount disbursed by the City pursuant to Section 6.3. At no time shall the Credit exceed the Park DIF Credit Calculation. City shall provide Developer written notice of the determinations that City makes pursuant to this section. Any application of the Credits against the Park DIF Obligation shall be made in writing by Developer and delivered to the City in the form attached hereto as **Exhibit “D”**. City acknowledges and agrees that until all Credits have been applied against the Park DIF Obligation, the amount of any then unapplied Credits shall be increased in the same manner and amount as and when there is any increase in the Park DIF as referenced in Section 6.2 above.

**6.5 Verified Cost of the Park Improvements.** Upon recordation of the Notice of Completion for the Park Improvements and acceptance of the Park Improvements by City, Developer shall submit to the City’s Community Services Director (“**Director**”) the information set forth in the attached **Exhibit “C-4”** attached hereto. The City Community Services Director, or his or her designee, shall use the information provided by Developer to calculate the total actual Eligible Costs incurred by Developer in completing the Park Improvements (“**Verified Costs**”). The Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

**6.6 Reconciliation; Final Credit Offset Against Park DIF Obligation.** The actual amount of Credit that shall be applied by City to offset the Park DIF Obligation shall be equal to the lesser of: (i) the Verified Costs or (ii) Unit Cost Assumptions for the Park Improvements as determined in accordance with Section 6.5, less the City Contribution Amount disbursed by the City pursuant to Section 6.3 (“**Actual Credit**”). If the dollar amount of the Actual Credit is less than the dollar amount of the Credit already given to that point against the units in the Tentative Maps, City shall provide written notice to Developer of the amount of the difference owed (“**Park DIF Balance**”) and Developer shall pay the Park DIF Balance in accordance with the PMC 19.68.020 and Facilities Study to fully satisfy the Park DIF Obligation for those units. If the dollar amount of the Actual Credit is more than the dollar amount of the Credit already given to that point against the units in the Tentative Maps, City shall continue to apply the Credit against the remaining units, up to the amount of the Actual Credit. Once the Actual Credit amount is reached, Developer shall then pay all Park DIF for remaining units in the Project as permits are issued.

**7. Construction of Park Improvements.** Subject to the City’s contribution obligations set forth in Section 6.3 above, Developer shall construct or have constructed at its

own cost, expense, and liability the Park Improvements as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer which are consistent with specifications set forth on **Exhibit "C"** (the "**Park Improvement Plans**") and approved by City pursuant to Section 7.2 below. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Park Improvements.

**7.1 Commencement of Construction.** Construction of the Park Improvements shall be in 2 phases: Phase 1 and Phase 2 as more specifically provided in **Exhibits "C", "C-1", "C-2" and "C-3"**. Phase 1 shall include Park Improvements constructed upon Lot 25 as provided in **Exhibit "C-2"**. Phase 2 shall include Park Improvements constructed upon Lot 24 as provided in **Exhibit "C-3"**.

**a.** Developer shall commence construction of all Park Improvements for Lot 25 of the Dedication Property ("**Phase 1**") prior to the City's issuance of the 100th building permit for the Tentative Maps and shall complete all Phase 1 Park Improvements no later than 24 months thereafter. Design and construction of Phase 1 shall be in substantial conformance with **Exhibit "C-2"** with any material deviation or change therefrom requiring the approval of both the City and Developer, which approval may be withheld by either Party in its reasonable discretion.

**b.** Developer shall commence construction of all Park Improvements for Lot 24 of the Dedication Property ("**Phase 2**") prior to the City's issuance of the 650th building permit for the Tentative Maps and shall complete all Phase 2 Park Improvements no later than 12 months thereafter. Design and construction of Phase 1 shall be in substantial conformance with **Exhibit "C-3"** with any material deviation or change therefrom requiring the approval of both the City and Developer, which approval may be withheld by either Party in its reasonable discretion.

**c.** Notwithstanding the provisions of Sections 7.1(a) and 7.1(b) above, if Developer's construction of any portion of the Park Improvements should be delayed for reasons beyond Developer's control, including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any permit or necessary approval or delay in timely processing requests for any such permits or approvals), wars, insurrection, an epidemic or pandemic and/or other causes beyond Developer's control (each, a "**Force Majeure Event**"), the time required pursuant to this Agreement for the completion of such portion of the Park Improvements shall be extended for a period of time equal to the duration of the Force Majeure Event.

**7.2 Pre-approval of Park Improvement Plans.** Developer is prohibited from commencing work on any portion of the Park Improvements until applicable portion of the Park Improvement Plans have been submitted to and approved by City. City covenants and agrees to expedite and timely process any submittal of Park Improvement Plans by Developer for City's approval. Once the Park Improvements Plans are so approved by the City, they shall be referenced herein as the "**Approved Plans.**"

**7.3 Permits and Notices.** Prior to commencing any work, Developer shall, at

its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Park Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. City covenants and agrees to expedite and timely process any request by Developer for any permits, licenses or approvals required for Developer's performance of work associated with the construction of the Park Improvements.

**7.4 Park Improvements Requirements.** In order to ensure that the Park Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, City, Developer shall comply with all of the following requirements with respect to the construction of the Park Improvements:

a. Developer shall obtain a minimum of 3 bids for the construction of the Park Improvements. City and Developer agree that construction of the Park Improvements is not a City project and is thus not subject to a Community Workforce Agreement.

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

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

d. All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Park Improvements which they will construct in conformance with City's standard procedures and requirements.

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

**7.5 Quality of Work; Compliance With Laws and Codes.** The Park Improvement Plans shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Park Improvements shall be completed in accordance with the Approved Plans, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

**7.6 Standard of Performance.** Developer and its contractors, if any, shall perform all work required, constructing the Park Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by

professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

**7.7 Alterations to Park Improvements.** All work shall be done and the Park Improvements completed as shown on Approved Plans, and any subsequent alterations thereto that are approved by both the City and Developer, each Party having the right to withhold such approval in its reasonable discretion.

**8. Maintenance of Park Improvements.** Except as otherwise expressly provided below, City shall not be responsible or liable for the maintenance or care of the Park Improvements until City approves and accepts them and until after the Maintenance Period (defined in Section 13.2 of this Agreement). City shall exercise no control over the Park Improvements until accepted. Any use by any person of the Park Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Park Improvements. Developer shall maintain all of the Park Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Prior to the City's acceptance of the Park Improvements and during, except as otherwise provided below, the Maintenance Period thereafter, it shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Park Improvements or their condition prior to acceptance. Notwithstanding the foregoing or any other provision in this Agreement, City acknowledges and agrees that following the City's acceptance of the Park Improvements and during the Maintenance Period, Developer shall not be obligated to perform any maintenance, repair or restoration of the Park Improvements that is required to address any damage to the Park Improvements caused by either casualty or vandalism performed by any members of the general public, with City having the obligation to perform any such maintenance, repair or restoration at the City's cost and expense. Following the expiration of the Maintenance Period, the City shall be solely response to perform all maintenance and repair of the Park Improvements.

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

**10. City Inspection of Park Improvements.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Park Improvements, maintain reasonable

and safe facilities and provide safe access for inspection by City of the Park Improvements and areas where construction of the Park Improvements is occurring or will occur.

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

**12. Acceptance of Park Improvements; As-Built or Record Drawings.** If the Park Improvements are properly completed by Developer pursuant to this Agreement and approved by City, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements that were in effect at the time construction of the Park Improvements commenced, City shall accept the Park Improvements in a timely manner within 30 days of the City's approval of such Park Improvements. City may, in its sole and absolute discretion, accept fully completed portions of the Park Improvements prior to such time as all of the Park Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Park Improvements. Upon the total or partial acceptance of the Park Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Park Improvements in accordance with California Civil Code section 3093 ("**Notice of Completion**"), at which time the accepted Park Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not accept any Park Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such Park Improvements. The drawings shall be certified and shall reflect the condition of the Park Improvements as constructed, with all changes incorporated therein.

**13. Warranty and Guarantee; Maintenance.**

**13.1 Warranty.** Developer hereby warrants and guarantees all the Park Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement for a period of one (1) year following completion of the works and acceptance by City of each phase of the Park Improvements ("**Warranty Period**"). During the Warranty Period, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Park Improvements to the reasonable approval of City. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of Developer. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

**13.2 Maintenance.** Notwithstanding that the Dedication Property has been annexed into the LMD, and as of the Effective Date, assessments are being collected to pay maintenance costs, Developer shall, at its sole cost and expense, continue to maintain the Dedication Property, including but not limited to, paying for all utility services, providing

reasonable security, etc., and Park Improvements until the City's complete acceptance of the Park Improvements has occurred pursuant to Section 12 of this Agreement. Any use by any person of the Dedication Property, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance thereof. Except as otherwise provided below, Developer shall maintain all the Public Improvements in a state of good repair until City's acceptance thereof and for a period of one (1) year after City's acceptance thereof ("**Maintenance Period**"). If Developer fails to properly prosecute its maintenance obligation under this Section 13.2, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Park Improvements or their condition prior to City's acceptance thereof. Notwithstanding the foregoing or any other provision in this Agreement, City acknowledges and agrees that following the City's acceptance of the Park Improvements and during the Maintenance Period, Developer shall not be obligated to perform any maintenance, repair or restoration of the Park Improvements that is required to address any damage to the Park Improvements caused by either casualty or vandalism performed by any members of the general public, with City having the obligation to perform any such maintenance, repair or restoration at the City's cost and expense. Following the expiration of the Maintenance Period, the City shall be solely responsible to perform all maintenance and repair of the Park Improvements.

**14. Administrative Costs.** If Developer fails to construct and install all or any part of the Park Improvements pursuant to the terms and conditions of this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

**15. Default; Notice; Remedies.**

**15.1 Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law in effect as of the date of this Agreement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("**Notice**"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Park Improvements and all other administrative costs or expenses as provided for in this Section 15.

**15.2 Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation, and/or terminate this

Agreement. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the Park Improvements at the time of City's demand for performance. In the event, pursuant to this Section 15.2, the City elects to complete or arrange for completion of the remaining work and the Park Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

**15.3 Other Remedies.** No action by City pursuant to this Section 13 shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively. City may institute an action for damages, injunctive relief, or specific performance.

**16. Security; Surety Bonds.** Prior to the recordation of any of the Tentative Maps, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below ("**Security**"). The amount of the Security shall be based on the Estimated Costs. Developer's compliance with this Section 16 shall in no way limit or modify Developer's indemnification obligation provided in Section 17 of this Agreement.

**16.1 Completion Bond.** To guarantee the completion of the Park Improvements pursuant to the provisions of this Agreement and to protect City if Developer is in default as set forth in Section 15 of this Agreement, Developer or its contractor shall provide City a completion bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs for both Phase 1 and Phase 2 ("**Completion Bond**"). The City may, in its sole and absolute discretion, partially release a portion or portions of the Completion Bond as the Park Improvements for a particular Phase or completed portion thereof are accepted by City, provided that Developer is not in default of any provision of this Agreement (beyond any applicable cure period) and the total remaining security is not less than ten percent (10%) of the Estimated Costs for that Phase. All security provided under this section shall be released at the end of the Warranty Period for each Phase, provided that Developer is not in default of any provision of this Agreement (beyond any applicable cure period). However, upon completion of Phase 1 of the Park Improvements and prior to the commencement of Phase 2, the City and Developer shall meet and confer to establish and adjust as necessary the amount of the Completion Bond for Phase 2.

a. The Completion Bond shall also provide security for the following:

(i) Secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Park Improvements. This portion of the Completion Bond may only be released by written authorization of City after six (6) months from the date City accepts the Park Improvements. The amount of this portion of the Completion Bond shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

(ii) Secure warranty of completed and accepted Park Improvements against any defective work, labor, or defective materials furnished by Developer or its contractor pursuant to Section 13.1.

(iii) Secure the maintenance of the Dedication Property and Park Improvements pursuant to Section 13.2.

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

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

**17.1** Developer shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Park Improvements. City's review, acceptance or funding of any services performed by Developer or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights City may hold under this Agreement or of any cause of action arising out of this Agreement. Further, Developer shall be and remain liable to City, in accordance with applicable law, for all damages to City caused by Developer's negligent performance of this Agreement or supervision of any services provided to complete the Park Improvements.

**18. Insurance.**



**18.1 Types; Amounts.** Developer shall procure and maintain, or shall require its contractors to procure and maintain, prior to the commencing and during construction of the Park Improvements, insurance of the types and in the amounts described below (“**Required Insurance**”). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit. For the avoidance of any doubt, Developer may satisfy the requirements of this Section 18 by requiring its contractors and subcontractors to comply with the provisions of this Section 18 and supply the Required Insurance.

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

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

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

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

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

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

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

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

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

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

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

**19. Expenditure of Funds By Developer Prior to Execution of Agreement.** Nothing in this Agreement shall be construed to prevent or preclude Developer from expending funds on the Park Improvements prior to the execution of the Agreement, or from being reimbursed or credited by City for such expenditures. However, Developer understands and acknowledges that any expenditure of funds on the Park Improvements prior to the execution of this Agreement is made at Developer's sole risk, and that some expenditures of Developer may not be eligible for reimbursement or credit under this Agreement.

**20. Term.** The term of this Agreement shall be from the date first written above until: (i) Developer has been fully reimbursed or credited for the construction of the Park Improvements (up to the amount of the Actual Credit) ; or (ii) termination of this Agreement pursuant to Section 15 of this Agreement. All indemnification obligations provided in this Agreement shall remain in effect following the termination of this Agreement.

**21. Miscellaneous.**

**21.1 Assignment/Transfer of Credits.** Credits are personal to the Developer and do not run with the Project. Developer may, at its sole option and discretion, transfer any of its Credits to any builder, developer, or other such entity or person acquiring any portion of the real property located within the Tentative Maps (each, a "**Credit Transferee**"). Any such transfer of Credits shall be subject to the conditions and limitations herein regarding the application of Credits, including, without limitation, the application thereof only for development within the real property located with the Tentative Maps. Any transfer of Credits to a Credit Transferee shall be made in writing and delivered to the City Administrator for acknowledgment of such transfer in the form attached hereto as Exhibit "E".

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

**21.3 Warranty as to Property Ownership; Authority to Enter Agreement.** Developer hereby warrants that it owns fee title to the real property contained within the Tentative Maps and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

**21.4 Prohibited Interests.** Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer or outside third party consultant or legal counsel, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer or third party consultant or legal counsel, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

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

To City:                      City of Perris  
   101 North D Street  
   Perris, CA 92570  
   Attention: City Manager  
   Phone (951) 943-6100

To Developer:                Green Valley Recovery Acquisition, LLC  
   Attn: Matt Villalobos  
   1166 Avenue of the Americas  
   New York, NY 10020  
   Fax No. (858) 500-6782

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

**21.6 Books and Records.** Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Park Improvements under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall

furnish to the other party, its agents or employees, such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

**21.7 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement. Developer's cooperation under this section shall include, but not be limited to, Developer's cooperation with the City regarding the City's preparation of new legal descriptions for the Dedication Property to create a separate legal description for each of the city water quality basins and separate legal descriptions of Lot 24 and Lot 25 of the Dedication Property, exclusive of the city water quality basins.

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

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

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

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

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

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

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

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

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

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

**21.17 Precedence** In the event of a conflict between the provisions of this Agreement and any provision of this Agreement's exhibits, the provisions of this Agreement shall govern.

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

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

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

**DEVELOPER:**

Green Valley Recovery Acquisition, LLC, a Delaware limited liability company

By: Paulson Ref II West, LLC,  
a Delaware limited liability company  
Managing Member

By: \_\_\_\_\_  
Jonathan Shumaker,  
its Authorized Signatory

ATTEST:

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

**CITY:**

City of Perris, a California municipal corporation

By: \_\_\_\_\_  
Clara Miramontes,  
Interim City Manager

ATTEST:

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

[On following pages]

DRAFT

**TRACT NO. 36989:**

TRACT NO. 36989 AS SHOWN BY MAP ON FILE IN BOOK 464 OF MAPS AT PAGES 59 THROUGH 64 INCLUSIVE THEREOF, OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

**TRACT NO. 36988-1:**

TRACT NO. 36988-1 AS SHOWN BY MAP ON FILE IN BOOK 470 OF MAPS AT PAGES 10 THROUGH 16 INCLUSIVE THEREOF, OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

**TENTATIVE TRACT NO. 37223:**

LOTS 35 AND 36 AND PORTIONS OF LOTS "E", "F", AND "G" INCLUSIVE OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**TENTATIVE TRACT NO. 37262:**

BEING LOTS 10 THROUGH 12 INCLUSIVE, AND PORTIONS OF LOTS "A", "C", AND "D" INCLUSIVE, OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**TENTATIVE TRACT NO. 37722:**

BEING LOT 26 AND PORTIONS OF LOTS "D" AND "F" OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



**TENTATIVE TRACT NO. 37816:**

LOT 14 AND A PORTION OF LOT 13, AND PORTIONS OF LOTS "A", "B", AND "C", INCLUSIVE, OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**TENTATIVE TRACT NO. 37817:**

BEING LOTS 37 THROUGH 39, INCLUSIVE AND PORTIONS OF LOTS "E" AND "G" OF TRACT NO. 24648 AS SHOWN BY MAP ON FILE IN BOOK 226 PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING ½ INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORCORAN RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**TENTATIVE TRACT NO. 37818:**

PARCEL 5 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE, LOT LINE ADJUSTMENT NO. 95-0019, RECORDED FEBRUARY 15, 1996 AS INSTRUMENT NOS. 054778 AND 054779, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

ALSO EXCEPTING 1/2 INTEREST IN ALL OIL, GAS, AND/OR MINERALS AS RESERVED IN THE DEED FROM THE FIRST NATIONAL BANK IN CORONA RECORDED NOVEMBER 28, 1941 AS INSTRUMENT NO. 1756 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF DEDICATION PROPERTY**

**A portion of Lot 24 (Assessor's Parcel Number 330-150-020)**

See attachment.

**Lot 25 (Assessor's Parcel Number 330-150-018)**

See attachment.

DRAFT

**EXHIBIT "A"**  
**PLANNING AREA 24 PARK**  
**GRANT DEED**  
**LEGAL DESCRIPTION**

THAT PORTION OF LOT 24 OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226 OF MAPS AT PAGES 88 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, WITHIN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 24 BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GREEN VALLEY PARKWAY (55.00 FEET IN HALF WIDTH NORTHERLY), AS SHOWN ON SAID TRACT NO. 24648 ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 945.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 5°12'57" EAST;**

**THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GREEN VALLEY PARKWAY;**

**1) WESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°11'48", AN ARC DISTANCE OF 300.12 FEET TO AN ANGLE POINT THEREON, TO WHICH A RADIAL LINE BEARS SOUTH 12°58'50" WEST;**

**2) NORTH 37°38'19" WEST, A DISTANCE OF 32.29 FEET TO AN ANGLE POINT THEREON;**

**3) NORTH 73°36'51" WEST, A DISTANCE OF 60.00 FEET TO AN ANGLE POINT THEREON;**

**4) SOUTH 70°24'37" WEST, A DISTANCE OF 32.29 FEET TO AN ANGLE POINT THEREON AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 945.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 19°47'28" WEST;**

**5) NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°22'12", AN ARC DISTANCE OF 286.49 FEET TO A POINT THEREON, TO WHICH A RADIAL LINE BEARS SOUTH 37°09'40" WEST;**

**THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE NORTH 37°09'40" EAST, A DISTANCE OF 12.05 FEET;**

**THENCE NORTH 87°20'48" EAST, A DISTANCE OF 189.22 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET;**

**THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 83°24'53", AN ARC DISTANCE OF 14.56 FEET;**

**EXHIBIT "A"**  
**PLANNING AREA 24 PARK**  
**GRANT DEED**  
**LEGAL DESCRIPTION**

**THENCE NORTH 03°55'56" EAST, A DISTANCE OF 33.75 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 42.00 FEET;**

**THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°16'04", AN ARC DISTANCE OF 65.44 FEET;**

**THENCE SOUTH 86°48'00" EAST, A DISTANCE OF 14.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.00 FEET;**

**THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 91°43'37", AN ARC DISTANCE OF 72.04 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 87.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 88°31'37" WEST;**

**THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 73°27'41", AN ARC DISTANCE OF 111.55 FEET;**

**THENCE NORTH 74°56'04" EAST, A DISTANCE OF 98.57 FEET;**

**THENCE NORTH 77°14'14" EAST, A DISTANCE OF 80.79 FEET TO A POINT ON THE WESTERLY LINE OF LOT 23 AS SHOWN ON SAID TRACT NO. 24648;**

**THENCE SOUTH 12°52'11" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 468.35 FEET TO THE POINT OF BEGINNING.**

CONTAINING 3.75 ACRES, MORE OR LESS.

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

  
\_\_\_\_\_  
Michael E. Johnson, L.S. 7673

12/18/19  
\_\_\_\_\_  
Date



Prepared By: AL  
Checked By: mg

**EXHIBIT "A"**  
**PLANNING AREA 25 PARK**  
**GRANT DEED**  
**LEGAL DESCRIPTION**

LOT 25 OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226 OF MAPS AT PAGES 88 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, WITHIN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

CONTAINING 31.90 ACRES, MORE OR LESS.

PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
Michael E. Johnson, L.S. 7673

1/03/20  
\_\_\_\_\_  
Date



Page 1 of 1

\\sainore\WO2\2015\15-0185\Drawings\Mapping\Legals & Plats\PARK\15-0185 PARK 25 LEGAL.doc

Albert A. Webb Associates

Exhibit B

**EXHIBIT "B-1"**

**DEPICTION OF THE DEDICATION PROPERTY**

**A portion of Lot 24 (Assessor's Parcel Number 330-150-020)**

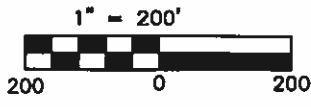
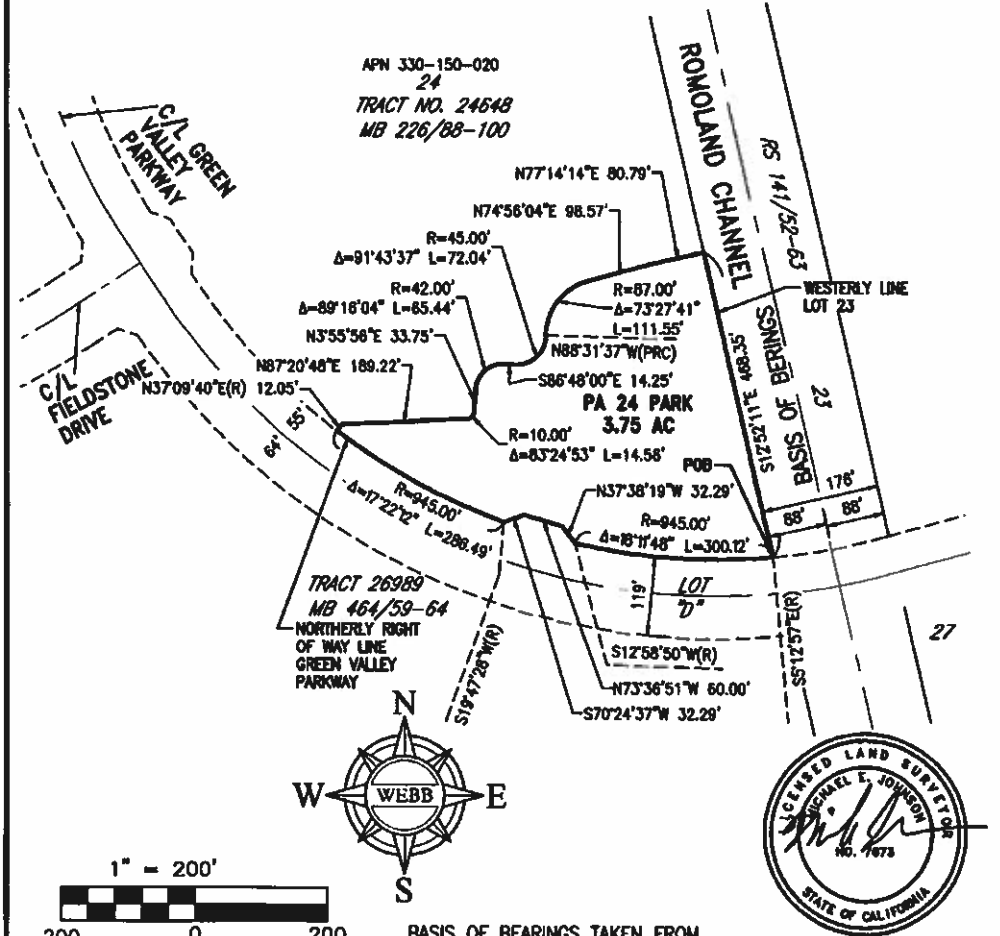
See attachment.

**Lot 25 (Assessor's Parcel Number 330-150-018)**

See Attachment.

**EXHIBIT "B"**  
**GRANT DEED**  
**PLANNING AREA 24 PARK**

APN 330-150-020  
 24  
 TRACT NO. 24648  
 MB 226/88-100



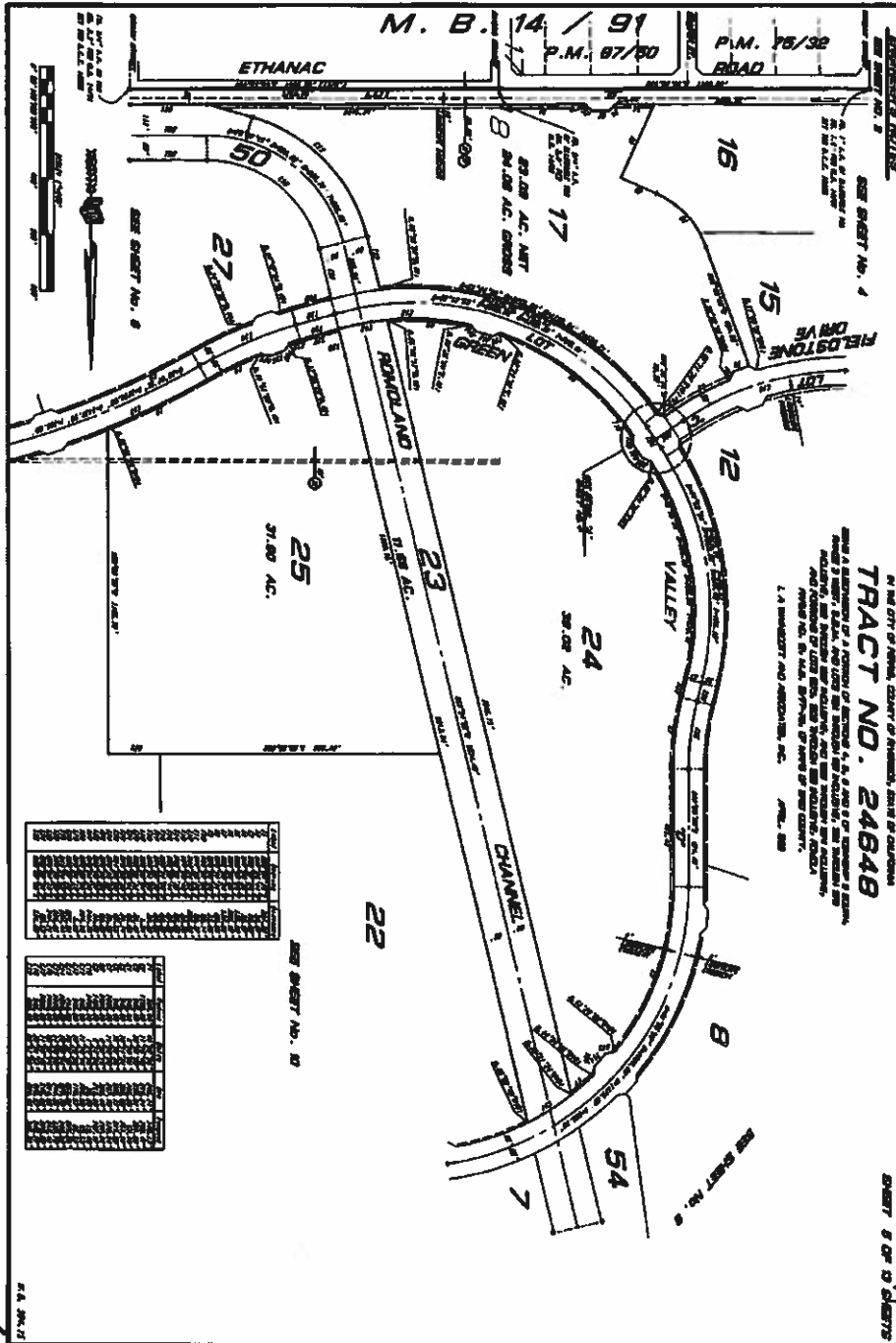
BASIS OF BEARINGS TAKEN FROM  
 THE EAST LINE OF TR. 26989 PER  
 M.B. 464/59-64 BEING N 12 52' 11" W

12/18/19

SEC. 8, T5S, R3W, S8M

<b>ALBERT A.</b> <b>WEBB</b> <b>ASSOCIATES</b>	<b>CITY OF PERRIS</b>	
	G:\2015\15-0185\Drawings\Mapping\Legals & Plots\PARK\15-0185 PARK_PA24.dwg 12/16/2019 5:28 PM	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.		SHEET 1 OF 1
SCALE: 1"=200'	DRWN BY ALR CHKD BY MJ	DATE 8/6/19 DATE 8/6/19
SUBJECT: PA 24 PARK GRANT DEED		

PLANNING AREA 25 PARK



MB226/92

Copy 2/92



## **EXHIBIT "C"**

### **PARK IMPROVEMENTS**

#### **PHASE 1 AND PHASE 2 OF A 2 PHASE PARK**

##### **SCOPE OF WORK**

1. The estimated costs of the design and construction of the Park Improvements is \$11,639,171. Phase 1's estimated costs are \$8,744,996. Phase 2's estimated costs are \$2,894,175. The estimates for Phase 1 and Phase 2 are included in more detail in Exhibit "C-1" attached hereto.
2. Construction of the Park Improvements shall be in 2 phases: Phase 1 and Phase 2 as more specifically provided in this Exhibit "C" and Exhibits "C-1", "C-2", and "C-3". Phase 1 shall include Park Improvements constructed upon Lot 25 of the Dedication Property as provided in Exhibit "C-2". Phase 2 shall include Park Improvements constructed upon Lot 24 of the Dedication Property as provided in Exhibit "C-3".
3. Developer shall commence construction of all Park Improvements for Lot 25 of the Dedication Property ("**Phase 1**") prior to the City's issuance of the 100th building permit for the Tentative Maps and shall complete all Phase 1 Park Improvements no later than 24 months thereafter. Design and construction of Phase 1 shall be in substantial conformance with Exhibit "C-2". As provided in the Agreement to which this Exhibit "C" is attached, any material deviation from the design of Phase 1 as shown on Exhibit "C-2" shall require the approval of both the City and Developer, which approval each party may withhold in its sole and absolute discretion.
4. Developer shall commence construction of all Park Improvements for Lot 24 of the Dedication Property ("**Phase 2**") prior to the City's issuance of the 650th building permit for the Tentative Maps and shall complete all Phase 2 Park Improvements no later than 12 months thereafter. Design and construction of Phase 1 shall be in substantial conformance with Exhibit "C-3". As provided in the Agreement to which this Exhibit "C" is attached, any material deviation from the design of Phase 2 as shown on Exhibit "C-3" shall require the approval of both the City and Developer, which approval each party may withhold in its sole and absolute discretion.
5. Notwithstanding Items 3 and 4 above, the timing required for Developer's completion of the Phase 1 Park Improvements and Phase 2 Park Improvements shall be extended for a time period equal to the duration of a Force Majeure event as further detailed in this Agreement to which this Exhibit "C" is attached.

**EXHIBIT “C-1”**

**DETAILED ESTIMATES FOR PHASE 1 AND PHASE 2 PARK IMPROVEMENTS**

(See attached)

DRAFT



**LANDSCAPE CONSTRUCTION ESTIMATE OF PROBABLE COST (Complete PA25) prevailing wage**

PROJECT ADDRESS: PA 25 GREEN VALLEY PARK  
 ESTIMATED BY: JEFF HUTCHINS / SCOTT HILDEBRANDT  
 DATE: 04/29/21

ITEM #	BASE BID ITEM	QTY.	UNIT	PRICE	TOTAL
<b>1.00</b>	<b>MOBILIZATION</b>				
1.01	CONTRACTORS MOBILIZATION	1	LS	\$ 450,000.00	\$ 450,000
				<b>SUBTOTAL</b>	<b>\$ 450,000</b>
<b>2.00</b>	<b>GRADING AND EARTHWORK</b>				
2.01	SOIL PREPARATION INCLUDING AMENDMENTS AND ROUGH/FINE GRADING Drain lines, inlets, SWPPP measures, headwalls, or utility connections are listed.	1,954,214	SF	\$ 0.20	\$ 390,843
				<b>SUBTOTAL</b>	<b>\$ 390,843</b>
<b>3.00</b>	<b>SURFACE MATERIALS AND HARDSCAPE</b>				
3.01	4" THICK CONCRETE/ SIDEWALKS	71,812	SF	\$ 4.00	\$ 287,248
3.02	ASPHALT PARKING LOT PAVING w/ surface striping	113,241	SF	\$ 5.00	\$ 566,203
3.03	ACCENT CONCRETE PAVING	3,334	SF	\$ 10.00	\$ 33,344
3.04	B-BALL 6" CONCRETE PAVING AND BASE PREP w/ surface striping	5,026	SF	\$ 8.00	\$ 40,208
3.05	CONCRETE STAIRS AND HAND RAILS	1	LS	\$ 30,000.00	\$ 30,000
3.06	CONCRETE RAMP AND HAND RAILS	1	LS	\$ 25,000.00	\$ 25,000
3.07	OVERLOOK AREA RETAINING WALL	1	LS	\$ 20,000.00	\$ 20,000
3.08	8" WIDE NATURAL COLOR CONCRETE TRAIL	23,946	SF	\$ 8.00	\$ 191,572
3.09	COMMUNITY DECOMPOSED GRANITE TRAIL WITH CONCRETE MOW CURBS	4,227	SF	\$ 6.00	\$ 25,362
3.10	LOW DRAINAGE SWALE	40,497	SF	\$ 4.00	\$ 161,988
3.11	PERMEABLE PAVERS	2,089	SF	\$ 15.00	\$ 31,329
3.12	TURF BLOCK	31,811	SF	\$ 10.00	\$ 318,107
3.13	BASEBALL DIAMOND INFIELD MIX	19,009	SF	\$ 8.00	\$ 152,075
				<b>SUBTOTAL</b>	<b>\$ 1,882,435</b>
<b>4.00</b>	<b>SITE FURNISHINGS AND PARK AMENITIES</b>				
4.01	STORAGE/UNISEX RESTROOM/OFFICE SPACE BUILDING (1,500 SQ FT)	1	EA	\$ 250,000.00	\$ 250,000
4.02	RESTROOM BUILDING (800 SQ FT)	1	EA	\$ 150,000.00	\$ 150,000
4.03	PLAZA SEAT WALL PLANTERS	6	LS	\$ 4,500.00	\$ 27,000
4.04	B-BALL POLE AND HOOP	2	EA	\$ 3,200.00	\$ 6,400
4.05	MISCELLANEOUS FURNISHINGS (BENCHES, LITTER RECEPTACLES, W.F.)	1	LS	\$ 80,000.00	\$ 80,000
4.06	PICNIC SHELTER W/ 10 TABLES, 3 BBQ PITS 1 HOT COAL PIT	1	LS	\$ 150,000.00	\$ 150,000
4.07	PICNIC SHELTERS W/ BBQ PITS AND 1 HOT COAL PIT AND 2 TABLES	2	EA	\$ 75,000.00	\$ 150,000
4.08	TOT-LOT PLAY STRUCTURE 2-5 YRS W/ SHADE AND LIGHTING	1	EA	\$ 75,000.00	\$ 75,000
4.09	PLAY STRUCTURE 5-12 YRS W/ SHADE AND LIGHTING	1	EA	\$ 125,000.00	\$ 125,000
4.10	EXERCISE EQUIPMENT AREAS	9	EA	\$ 3,200.00	\$ 28,800
4.11	MULTI-PURPOSE COURT TENNIS/VOLLEYBALL/FUTSAL w/ VINYL COATED FENCE	1	LS	\$ 75,000.00	\$ 75,000
4.12	SKATE AREA w/ ledge, rail, stair set, tranny, and ramp(s)	5,000	SF	\$ 65.00	\$ 325,000
4.13	SITE LIGHTING (INCLUDING SOCCER PARKING LOT)	1	LS	\$ 900,000.00	\$ 900,000
4.14	PATHWAY LIGHTING (ALONG CONCRETE TRAIL AND PARK AREA)	73	EA	\$ 2,200.00	\$ 160,600
4.15	TRASH ENCLOSURE	1	LS	\$ 15,000.00	\$ 15,000
4.16	BLEACHERS	12	EA	\$ 3,200.00	\$ 38,400
4.17	DUGOUTS	1	LS	\$ 78.00	\$ 78
4.18	BASEBALL LIGHTING	1	LS	\$ 150,000.00	\$ 150,000
4.19	BASEBALL SCOREBOARD	2	EA	\$ 15,000.00	\$ 30,000
4.20	BASEBALL BACKSTOP	2	EA	\$ 6,500.00	\$ 13,000
4.21	ELEVATED SCORE KEEPING PAD	2	EA	\$ 2,500.00	\$ 5,000
4.22	PARK MONUMENTION	1	LS	\$ 10,000.00	\$ 10,000

4.23	BASEBALL BASES, HOMEPLATE, PITCHING RUBBER, FOUL BALL POLES	1	LS	\$	6,000.00	\$	6,000
4.24	DRINKING FOUNTAINS	5	EA	\$	1,500.00	\$	7,500
4.25	SOCCER GOALS	8	EA	\$	5,000.00	\$	40,000
						<b>SUBTOTAL</b>	<b>\$ 2,817,778</b>
<b>6.00</b>	<b>SITE FENCES AND GATES</b>						
5.01	2-RAIL FENCE AT TOP OF SLOPE	4,193	LF	\$	25.00	\$	104,825
5.02	TUBULAR STEEL FENCE	659	LF	\$	75.00	\$	49,425
5.03	REMOVABLE BOLLARDS	9	EA	\$	1,200.00	\$	10,800
5.04	VEHICULAR ACCESS GATE	1	LF	\$	2,500.00	\$	2,500
5.05	PEDESTRIAN ACCESS GATE	1	EA	\$	2,200.00	\$	2,200
5.06	BASEBALL CHAINLINK FENCING WITH GUARD	2,142	LF	\$	35.00	\$	74,970
						<b>SUBTOTAL</b>	<b>\$ 244,720</b>
<b>6.00</b>	<b>LANDSCAPE AREAS</b>						
6.01	TREE, SHRUB, GROUNDCOVER AND IRRIGATION	117,754	SF	\$	3.00	\$	353,262
6.02	SLOPE TREE, SHRUB, GROUNDCOVER AND IRRIGATION	211,896	SF	\$	3.00	\$	635,688
6.03	SOD LAWN AREA LANDSCAPE AND IRRIGATION	17,096	SF	\$	5.00	\$	85,481
6.04	SEEDED LAWN AREA LANDSCAPE AND IRRIGATION	283,892	SF	\$	3.00	\$	851,676
6.05	SOCCER FIELD AREA LANDSCAPE AND IRRIGATION	171,000	SF	\$	3.00	\$	513,000
6.06	BASEBALL AREA LANDSCAPE AND IRRIGATION	111,204	SF	\$	3.00	\$	333,612
6.07	SEPARATE WATERLINE (MAINTENANCE PURPOSE)	1	LS	\$	15,000.00	\$	15,000
	Landscape Irrigation System to include irrigation controller					<b>SUBTOTAL</b>	<b>\$ 2,787,719</b>
<b>7.00</b>	<b>MAINTENANCE</b>						
7.01	1 YEAR MAINTENANCE	1	LS	\$	225,000.00	\$	225,000
						<b>SUBTOTAL</b>	<b>\$ 225,000</b>
						<b>ITEM TOTAL</b>	<b>\$ 8,798,495</b>
						<b>GRAND TOTAL</b>	<b>\$ 8,798,495</b>



**LANDSCAPE CONSTRUCTION ESTIMATE OF PROBABLE COST prevailing wage**

PROJECT ADDRESS: PA 24 GREEN VALLEY PARK  
 ESTIMATED BY: JEFF HUTCHINS  
 DATE: 2/24/21

ITEM #	BASE BID ITEM	QTY.	UNIT	PRICE	TOTAL
<b>1.00 MOBILIZATION</b>					
1.01	CONTRACTORS MOBILIZATION	1	LS	\$ 200,000.00	\$ 200,000
				<b>SUBTOTAL</b>	<b>\$ 200,000</b>
<b>2.00 GRADING AND EARTHWORK</b>					
2.01	SOIL PREPARATION INCLUDING AMENDMENTS AND FINE GRADING	1,051,891	SF	\$ 0.25	\$ 262,973
				<b>SUBTOTAL</b>	<b>\$ 262,973</b>
<b>3.00 SURFACE MATERIALS AND HARDSCAPE</b>					
3.01	4" THICK CONCRETE/ SIDEWALKS	5,215	SF	\$ 8.00	\$ 41,720
3.02	ASPHALT PAVING	10,193	SF	\$ 7.00	\$ 71,351
3.03	ACCENT CONCRETE PAVING	5,698	SF	\$ 12.00	\$ 68,376
3.04	B-BALL PAVING	2,137	SF	\$ 10.00	\$ 21,370
				<b>SUBTOTAL</b>	<b>\$ 202,817</b>
<b>4.00 SITE FURNISHINGS AND PARK AMENITIES</b>					
4.01	RESTROOM BUILDING	1	EA	\$ 65,000.00	\$ 65,000
4.02	PLAZA SEAT WALL PLANTERS	3	LS	\$ 15,000.00	\$ 45,000
4.03	PICKLE BALL COURT	1	LS	\$ 20,000.00	\$ 20,000
4.04	B-BALL POLE AND HOOP	2	EA	\$ 5,500.00	\$ 11,000
4.05	MISCELLANEOUS FURNISHINGS (BENCHES, LITTER RECEPTACLES, W.F.)	1	LS	\$ 24,000.00	\$ 24,000
				<b>SUBTOTAL</b>	<b>\$ 165,000</b>
<b>5.00 SITE FENCES AND GATES</b>					
5.01	2-RAIL FENCE AT TOP OF SLOPE	3,767	LF	\$ 55.00	\$ 207,185
				<b>SUBTOTAL</b>	<b>\$ 207,185</b>
<b>6.00 LANDSCAPE AREAS</b>					
6.01	TREE, SHRUB AND GROUND COVER IRRIGATED AREAS	57,492	SF	\$ 8.00	\$ 459,936
6.02	BASIN SLOPES - SPARSLEY PLANTED GROUNDCOVER	266,264	SF	\$ 3.00	\$ 798,792
6.03	BASIN BOTTOM - NON IRRIGATED NATIVE GRASS	699,885	SF	\$ 0.25	\$ 174,971
				<b>SUBTOTAL</b>	<b>\$ 1,433,699</b>
<b>7.00 MAINTENANCE</b>					
7.01	1 YEAR MAINTENANCE	1	LS	\$ 45,000.00	\$ 45,000
				<b>SUBTOTAL</b>	<b>\$ 45,000</b>
				<b>ITEM TOTAL</b>	<b>\$ 2,516,674</b>
				<b>CONTINGENCY (15%)</b>	<b>\$ 377,501</b>
				<b>GRAND TOTAL</b>	<b>\$ 2,894,175</b>

# EXHIBIT "C-2"

## PHASE 1



**LEGEND**

1. All areas shown on this plan are to be developed in accordance with the approved site plan and the applicable zoning ordinance. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies.

2. The applicant shall provide and maintain adequate drainage for the entire site, including the parking lot and surrounding areas. The drainage system shall be designed to prevent flooding and erosion.

3. The applicant shall provide and maintain adequate lighting for the entire site, including the parking lot and surrounding areas. The lighting system shall be designed to provide adequate illumination for safety and security.

4. The applicant shall provide and maintain adequate security for the entire site, including the parking lot and surrounding areas. The security system shall be designed to prevent theft and vandalism.

5. The applicant shall provide and maintain adequate signage for the entire site, including the parking lot and surrounding areas. The signage system shall be designed to provide clear directions and information.

6. The applicant shall provide and maintain adequate landscaping for the entire site, including the parking lot and surrounding areas. The landscaping system shall be designed to provide a pleasant and attractive environment.

7. The applicant shall provide and maintain adequate maintenance for the entire site, including the parking lot and surrounding areas. The maintenance system shall be designed to ensure the long-term health and safety of the site.

8. The applicant shall provide and maintain adequate access for the entire site, including the parking lot and surrounding areas. The access system shall be designed to provide easy and safe access for all users.

9. The applicant shall provide and maintain adequate parking for the entire site, including the parking lot and surrounding areas. The parking system shall be designed to provide adequate space for all vehicles.

10. The applicant shall provide and maintain adequate safety for the entire site, including the parking lot and surrounding areas. The safety system shall be designed to prevent accidents and injuries.

<b>PROPOSED IMPROVEMENTS</b>	1.500 sq ft
<b>EXISTING IMPROVEMENTS</b>	200 sq ft
<b>TOTAL IMPROVEMENTS</b>	1.700 sq ft
<b>PROPOSED IMPROVEMENTS</b>	1.500 sq ft
<b>EXISTING IMPROVEMENTS</b>	200 sq ft
<b>TOTAL IMPROVEMENTS</b>	1.700 sq ft



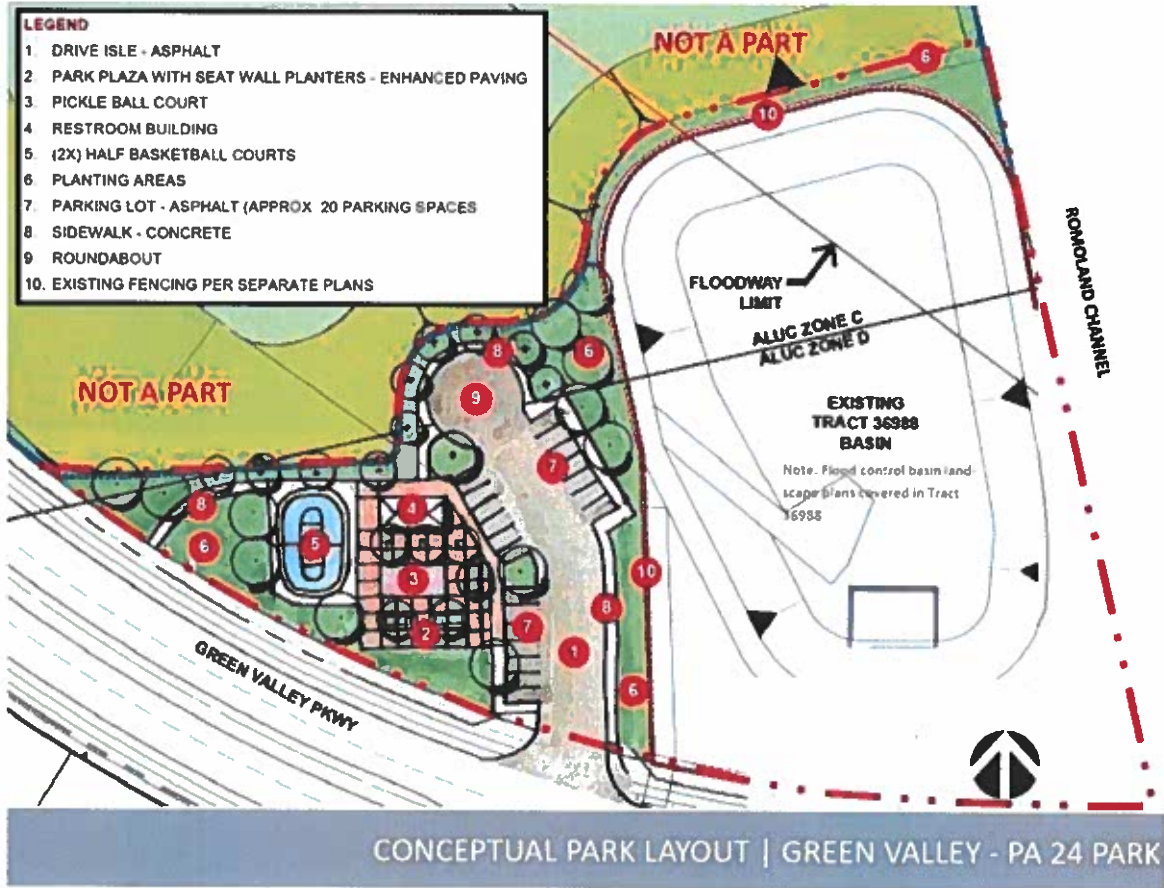
CONCEPTUAL PARK LAYOUT | GREEN VALLEY - PA 25 PARK

Exhibit C-2



# EXHIBIT "C-3"

## PHASE 2



## **EXHIBIT "C-4"**

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

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

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



**EXHIBIT "D"**

**FORM OF CERTIFICATE TO  
APPLY PARK DEVELOPMENT IMPACT FEE CREDITS**

The undersigned Owner is the holder of certain Park Development Impact Fee Credits ("Fee Credits") related to the Improvement and Credit Agreement between Owner and the City of Perris, dated \_\_\_\_\_ (the "Agreement"). The undersigned Owner hereby elects to apply the amount of Fee Credits described below as a credit against the Park Development Impact Fee otherwise payable in connection with the issuance of a building permit for the residential dwelling units of the Owner's Property, as described below:

Owner's Legal Name: \_\_\_\_\_

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

Final Map Name and Date: \_\_\_\_\_

Village (or Units) and Lot Numbers: \_\_\_\_\_

**Attach copy of Final Map with lot numbers visible.**

Amount of Available Fee Credits: \$ \_\_\_\_\_

Amount of Fee Credits Applied for Subdivision: \$ \_\_\_\_\_

Remaining Fee Credits After Application: \$ \_\_\_\_\_

\* The amount of the Fee Credits noted above are all subject to increase in conjunction with any increase in the Park DIF as described in the Agreement.

**OWNER:**

\_\_\_\_\_

a \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGED AND APPROVED:**

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

Title: Fee Administrator

**EXHIBIT "E"**

**FORM OF CERTIFICATE OF TRANSFER  
OF PARK DEVELOPMENT IMPACT FEE CREDITS**

The undersigned Owner, as the holder of certain Park Development Impact Fee Credits ("Fee Credits") related to the Improvement and Credit Agreement between Owner and the City of Perris, dated \_\_\_\_\_ (the "Agreement"). The undersigned Owner, hereby assigns, transfers and conveys a portion of the Fee Credits to the undersigned Transferee as indicated below:

Owner's Legal Name: \_\_\_\_\_  
Transferee's Legal Name: \_\_\_\_\_  
Transferee's Subdivision Name: \_\_\_\_\_

**Attach copy of Map of Transferee's Property**

Amount of Fee Credits Transferred: \$ \_\_\_\_\_  
Amount of Fee Credits Held by Owner Before Transfer: \$ \_\_\_\_\_  
Balance of Fee Credits Held by Owner After Transfer: \$ \_\_\_\_\_

\* The amount of the Fee Credits noted above are all subject to increase in conjunction with any increase in the Park DIF as described in the Agreement.

By signing below, Transferee/Home Builder concurs and agrees to the amount of the Fee Credits transferred hereunder and agrees to protect, defend, indemnify and hold the City and its officers, agents and employees harmless from and against any and all liabilities, claims, or lawsuits in connection with or resulting from any dispute between Transferor and Transferee pertaining to the Fee Credits transferred hereunder.

**OWNER:**

**TRANSFEREE/HOME BUILDER:**

\_\_\_\_\_  
a \_\_\_\_\_

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Owner Contact:**

**Transferee/Home Builder Contact:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**ACKNOWLEDGED AND APPROVED:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Fee Administrator



# **CITY OF PERRIS**

COMMUNITY SERVICES

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## **ATTACHEMENT 2:**

**Memorandum of Understanding  
Dated October 23, 2019**

**MEMORANDUM OF UNDERSTANDING  
FOR DEDICATION OF PARK LAND AND  
CONSTRUCTION OF PARK IMPROVEMENTS  
(Park – Lot 25 and that certain portion of Lot 24)**

This Memorandum of Understanding for Dedication of Park Land and Construction of Park Improvements (“MOU”) for the dedication of certain real property located in City of Perris, and for improvements to be made thereon, is executed as of this 23<sup>rd</sup> day of October, 2019 (“MOU Date”) by and between CITY OF PERRIS, a municipal corporation (“City”), and GREEN VALLEY RECOVERY ACQUISITION LLC, a Delaware limited liability company (“Owner”). Owner and City are sometimes individually referred to as a “Party” and jointly as “Parties”).

**RECITALS**

- A. Owner owns that certain unimproved real property located in the City of Perris, County of Riverside, State of California and known as APNs 330-150-020 (“Lot 24”) and 330-150-018 (“Lot 25”).
- B. Owner has obtained entitlement approval for Tentative Tract Maps 36989 and 36988 to subdivide 75 acres into single family lots on August 29, 2017 (“Project”).
- C. It is the intention of Owner and City that a portion of Lot 24 and the entirety of Lot 25 will be transferred to City as a condition of approval of the Project (Dedication Property”). The Dedication Property is legally described in Attachment A and depicted in Attachment B.
- D. The Dedication Property is a part of a planned community containing approximately 1,269.2 acres of land within City and is covered by Green Valley Specific Plan, including any amendments thereto (“Specific Plan”).
- E. The Dedication Property is located within Compatibility Zone C and a portion of Zone D in the Perris Valley Airport Influence Area and being subject to Countywide criteria restricting residential densities and is therefore subject to a Airport Land Use Commission condition of approval that requires that the Dedication Property be dedicated as open space or for park purposes in perpetuity or until the related airport uses have ceased.
- F. The Dedication Property has been annexed into City of Perris Landscape Maintenance District No. 1 as Benefit Zone 127 (“LMD”) and City has commenced collecting assessments for the maintenance of the Dedication Property.
- G. Condition of Approval No. 31(h) of City of Perris Development Services Department, Planning Division (“Condition No. 31(h)”) requires Owner to dedicate the Dedication Property to City in conjunction with the recordation of Tract Maps 36988 and 36989, or at the latest, prior to the issuance of building permits on lots covered by Tract Maps 36988 or 36989.
- H. City is unwilling to permit construction or inspect the Park Improvements, as defined in this MOU, without assurance that no vested rights or entitlement will be conferred by

City's issuance of any permits or authorizations for the Park Improvements or by City inspection of such construction.

- I. The Dedication of Property constitutes a consolidation of all neighborhood parks described in the Specific Plan, thereby allowing land previously dedicated as part land in the Specific Plan, that lies outside of the Dedication Property, to be used for residential or other purposes, as approved under any future Specific Plan Land Use Amendments.
- J. Under City Ordinance No. 953, the dedication of the Dedication Property satisfies the requirement of park land dedication as a condition to the approval of tracts maps, provided that only those portions of parkland developed per the City's Park Design Guidelines shall be eligible to meet such requirements. However, this does not exempt the payment of DIF Park Fees required by City Ordinance No. 953 for all tracts within the Specific Plan. Such fees shall be paid in accordance with DIF Park Fees in effect when permits are issued for all tracts maps.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.
2. **Effective Date.** This MOU shall become effective upon execution by City after City Council's approval ("Effective Date").
3. **Satisfaction of Condition 31(h).** Upon the recording of the Dedication (as defined in Section 4), Condition 31(h) shall be deemed satisfied and City shall execute a written document confirming same upon Owner's written request. Notwithstanding this Section 3, Owner shall comply with the requirements of this MOU, including, but not limited to, the construction of the Park Improvements (defined in Section 7.1) as contemplated in this MOU.
4. **Dedication.** After Owner delivers to City the Bonds (as defined by Section 8.6), Owner shall dedicate and record the Dedication Property to City pursuant to an Irrevocable Offer of Dedication in the form of **Attachment C** ("Dedication") within five (5) days of delivering to City the Bonds. City agrees to accept the Dedication pursuant to Section 7.9.
5. **Delivery of Documents.** Within ten (10) days after the Effective Date, Owner shall deliver to City copies of all documents related to the Dedication Property in Owner's possession or control including, but not limited, soils studies, environmental reports, surveys, engineering reports, etc. ("Due Diligence Documents").
6. **Title Insurance.**
  - 6.1. Within ten (10) days of the Effective Date, Owner shall cause Fidelity National Title Insurance Company ("Title Company") to deliver to City a preliminary title report

for the Dedication Property together with access to all referenced documents and a plotting of the easements ("PTR"). City shall review the PTR and deliver written notice to Owner of its approval of any exceptions therein to be delivered to Owner within ten (10) days after deliver of the PTR to the City ("Approved Title Exceptions").

6.2. Prior to City's Acceptance (as defined in Section 7.9), the City may, at its sole discretion, cause the Title Company to issue an ALTA non-extended owner's policy of title insurance to City showing title vested in City subject only to the exceptions approved by City in an amount that includes the fair market value, pursuant to an appraisal conducted by City at its cost, of the Dedication Property plus the lesser of (i) the actual cost to construct the Park Improvements, or (ii) \$6,000,000.

6.3. City shall provide all documents required by the Title Company in order to issue the coverage amount ("Title Policy") and Owner shall cooperate with City in acquiring the Title Policy by providing such documents to Title Company, including, but not limited to, any authority documents by the Owner, and by taking such actions as may be necessary for City, at no cost to Owner or City, to acquire the Title Policy subject only to the exceptions approved by City.

6.4. In the event that City elects to obtain a Title Policy, but is unable to obtain the Title Policy from Title Company, as provided in this Section 6, then City shall have no obligation to accept the Dedication Property pursuant to Section 7.9.

6.5. Owner shall pay all costs of the PTR to the Title Company. City shall pay all costs of the Title Policy to the Title Company.

## **7. Park Improvements.**

7.1. **Owner's Obligation.** Owner shall construct the park improvements as approved by City as provided in this MOU which are substantially summarized on Attachment D ("Preliminary Park Improvements") at its sole cost and expense ("Park Improvements"), but subject to the Park Fees as set forth in Section 7.2. Notwithstanding the forgoing, Owner shall submit the Preliminary Park Improvements plans and specifications to City for review and approval ("Approved Park Improvement Plans"). The City shall issue its approval of the Preliminary Park Improvements, or modified Park Improvements, within ninety (90) days of the Effective Date. Owner agrees to cooperate and work with the City to revise the preliminary plans as required in order for such plans to become the Approve Park Improvement Plans within such 90-day period; provided that City agrees that the cost to construct the Park Improvements as shown on the Approved Park Improvements Plans shall not exceed \$6,000,000 and the parties agree that the City shall have the right to add or eliminate improvements, in its discretion, in order to keep the cost of the Park Improvements below \$6,000,000. The construction plans and specifications for the Park Improvements shall be prepared consistent with the Approved Park Improvement Plans and in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. Owner has provided City with a written estimate of the costs for the Park Improvements in accordance with the Preliminary Park Improvement plans ("Estimated Park Improvement Costs"). However, Owner agrees that the Estimated Park Improvement Costs are solely an estimate and Owner agrees that it shall expend at least, but not more than, \$6,000,000.00 in constructing the Park Improvements.

**7.2. Construction Reimbursement.** By constructing the Park Improvements in accordance with the Approved Park Improvement Plans (and in an amount of at least \$6,000,000.00, unless otherwise specified by City in its sole discretion) and entering into this MOU, City agrees with Owner as follows:

**7.2.1.** Pursuant to City Ordinance No. 953, City will collect park fees from builders constructing homes on lots created by Tract Maps 36988, 36989, 37223, and 37262, which collected park fees are referred to in this MOU in the aggregate as the "Park Fees."

**7.2.2.** Upon City's Acceptance (as defined in Section 7.9) of the Park Improvements, and upon receipt of a written request from Owner, City shall pay to Owner an amount equal to the lesser of (i) the actual cost to construct the Park Improvements, and (ii) \$6,000,000; provided that City shall not be obligated to pay to Owner more than the aggregate amount of the Park Fees collected by City and legally payable to Owner.

**7.2.3.** If, upon City's Acceptance of the Park Improvements, City has not collected sufficient Park Fees to pay the full amount due to Owner under Sections 7.2.2(i) or (ii) above, as applicable, then City shall pay to owner the total amount of the Park Fees collected up to and including the date of City's Acceptance, and when and as City collects additional Park Fees, City shall pay such Park Fees to Owner until the full amount payable to Owner under Section 7.2.2 has been paid.

**7.2.4.** Absent manifest error, the City's calculation of the amount due to be paid to Owner under Section 7.2.2 shall be deemed to be correct.

**7.3. Commencement of Park Improvements.** Owner shall promptly commence and diligently prosecute construction of the Park Improvements in accordance with the Approved Park Plans and the requirements set forth in this Section following the occurrence of the following: (i) the approval of the Approved Park Improvement Plans by the City and the approval by City of construction drawings prepared from such Approved Park Improvement Plans; (ii) the awarding of a contract for the construction of the Park Improvements following the receipt of competitive bids for such construction; (iii) the approval by City of Tentative Tract Maps 37223 and 37262 and the expiration of all applicable appeal periods relating to such approval; and (iv) issuance of the first building permit for Tentative Tract Map 37223 or Tentative Tract Map 37262, whichever occurs first ("Park Improvement Commencement Date").

**7.4. Completion Date.** Owner shall complete the Park Improvements and such Park Improvements shall be accepted by City (pursuant to Section 7.9) at the earlier of one of the following events:

**7.4.1.** By the issuance of the certificates of occupancy for 90% of the residential units of either (i) the residential units for Tract Map 37223 or (ii) the residential units for Tract Map 37262, whichever occurs first.

**7.4.2.** By the issuance of the certificates of occupancy for 90% of the residential units for both Tract Maps 37223 and 37262 if both such tract maps are concurrently under construction.

**7.4.3.** By the date that is eighteen (18) months following the sale and closing by Owner of Tract Maps 37223 or 37262, whichever such sale and closing occurs later, provided that such 18 month period shall be extended by acts of God and other events that are outside of the reasonable control of Owner that cause a delay in the construction of the Park Improvements if Owner shall within ten (10) days of the commencement of such delay notify the City in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the parties to this MOU. In no event shall Owner be entitled to recover damages against the City for any delay in the performance of this MOU, however caused, Owner's sole remedy being extension of the Agreement pursuant to this Section 7.4.3.

The Park Improvement completion date contemplated by this Section 7.4 shall be referred to as the "Park Improvement Completion Date" in this MOU. City agrees to cooperate with Owner to assist Owner in the timely completion of the Park Improvements, including by providing timely inspections.

**7.5. Owner's Default.** If the Park Improvements are not completed and accepted by City prior to the Park Improvement Completion Date or Owner is in default of any other obligation under this MOU, following written notice of the default having been provided to Owner and Owner having failed to cure such default within thirty (30) days, City may declare Owner in default under this MOU and, at its sole discretion, make demand under the Bonds for the completion of the Park Improvements.

#### **7.6. Bonds.**

**7.6.1.** Within five (5) days of the Effective Date, Owner shall deliver to City a performance bond in the amount equal to 100% of the greater of: (i) Six Million Dollars (\$6,000,000) or (ii) the estimated cost of construction of the Park Improvements as determined by the Parties which bond secures the faithful performance of this MOU (including but not limited to the construction of the Park Improvements) and which shall be in a form and from a surety approved by City in its sole discretion ("Performance Bond").

**7.6.2.** Within five (5) days of the Effective Date, Owner shall deliver to City a labor and materials bond in the amount equal to 50% of the greater of: (i) Six Million Dollars (\$6,000,000) or (ii) the estimated cost of construction of the Park Improvements as determined by the Parties which bond secures the payment of all persons furnishing labor and/or materials in connection with the work under this MOU (including but not limited to the construction of the Park Improvements) and which shall be in a form and from a surety approved by City in its sole discretion ("Labor and Materials Bond").

**7.6.3.** For the purposes of this MOU, the Performance Bond and the Labor and Materials Bond shall be collectively referred to as the "Bonds."



**7.6.4. The Bonds required under this Section 7.6 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney.**

**7.6.5. The Bonds shall be unconditional and remain in force during the entire term of the MOU.**

**7.6.6. The Bonds shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances.**

**7.6.7. Release of the Bonds. City shall release the Bonds when all of the following have occurred:**

**7.6.7.1. Owner has made a written request for release and provided evidence of satisfaction of all the requirements of this MOU.**

**7.6.7.2. City's Acceptance (as defined Section 7.9).**

**7.6.7.3. After passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold th Labor and Materials Bond until such claims have been resolved, Owner has provided statutory bond, or otherwise as required by applicable law.**

**7.7. Prevailing Wage and Other Statutory Requirements. Owner acknowledges that the Park Improvements must be constructed in accordance with all applicable laws and ordinances including, but not limited to, prevailing wages and public bidding requirements.**

**7.8. Construction Requirements. Prior to commencing construction of the Park Improvements, Owner shall, at Owner's sole cost and expense, comply with all of the following requirements: (i) obtain all permits required by applicable governmental agencies having jurisdiction; (ii) notify City of the date and purpose of each intended entry together with the names and affiliations of the persons entering the Dedication Property; (iii) conduct all studies and work in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Dedication Property during or after such investigation and work; (iv) comply with all applicable laws and governmental regulations; (v) allow an employee of City to be present at City's election; (vi) keep the Dedication Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (vii) Owner files a written Statement with the City Clerk and City Engineer executed by Owner and each applicable utility company, that Owner has made appropriate arrangements (including but not limited to making all required deposits) necessary for the utility company to provide service to the Dedication Property; and (viii) provide to City prior to initiating the Park Improvements and throughout the term of this MOU a certificate of insurance evidencing that Owner has procured and paid premiums, and has caused its contractors to have procured and paid premiums, as applicable, for insurance required pursuant to Section 14.**

**7.9. City Acceptance; Termination; Survival.**

**7.9.1. Upon Owner's completion of the Park Improvements in accordance with the Approved Park Improvement Plans and the applicable permits and all other obligations set forth herein and provided City has not elected to terminate this Agreement in the manner set forth in this Section 7.9, Owner shall notify City in writing that the Park Improvements have been so completed and request an inspection by the City and Owner shall also concurrently request the consultant that prepared the Approved Park Improvements Plans ("Consultant") to inspect the Park Improvements. City and Consultant will confirm if the Park Improvements have been completed in accordance with the Approved Park Improvement Plans. If the City and Consultant provide written confirmation that the Park Improvements conform with the Approved Park Improvement Plans, including after one or more follow-up inspections to confirm the completion of any punch list items required by City, then such written confirmation shall be submitted to the City for City's acceptance of the Park Improvements ("City's Acceptance"). City and Owner shall have the right, but shall not be obligated, to jointly inspect the Park Improvements with the Consultant, including any re-inspection to verify the completion of punch list items. Following the delivery of the City's and Consultant's written confirmation, City shall accept the Dedication by executing documents acknowledging same and recording such acceptance in the Official Records of Riverside County. The Parties agree that the obligations under this Agreement shall not be deemed consummated or terminated at the City's Acceptance. Owner shall pay for all costs relating to any inspection conducted by Consultant and such costs shall be in addition to those amounts provided .**

**7.9.2. If construction of the Park Improvements has not commenced by the Park Improvement Commencement Date (defined in Section 7.3), then City shall have the right, in its sole discretion, to not accept the Dedication Property pursuant to Section 7.9, provided that City shall be obligated to notify Owner in writing, within thirty (30) days after the Park Improvement Commencement Date, that it intends not to accept the Dedication Property.**

**7.9.3. Upon termination of this MOU, Owner shall be responsible for payment of any cancellation fees imposed by the Title Company, if applicable. City agrees that it may only terminate this MOU by providing written notice of termination to Owner prior to the Park Improvement Commencement Date.**

**7.9.4. The Parties agree that the obligations under this MOU shall survive City's Acceptance.**

**7.10. Maintenance of Dedication Property. Notwithstanding that the Dedication Property has been annexed into the LMD, and as of the Effective Date, assessments are being collected to pay maintenance costs and that the Dedication has been recorded, Owner shall, at its sole cost and expense, continue to maintain the Dedication Property, including but not limited to, paying for all utility services, providing reasonable security, etc., and the Park Improvements until the City's Acceptance of the Park Improvements. Any use by any person of the Dedication Property, or any portion thereof, shall be at the sole and exclusive risk of Owner at all times prior to City's acceptance of the Park Improvements. Owner shall maintain all the Park Improvements in a state of good repair until City's Acceptance and for a period of one (1) year after City's Acceptance. If Owner fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Owner and**

its surety under this MOU. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Park Improvements or their condition prior to acceptance.

**7.11. No Vested Rights.** No vested rights or entitlement are conferred by City's issuance of any permits or authorization (including, but not limited to, any authorization by the City) to construct the Park Improvements or by inspection of any such improvements constructed thereunder.

**8. Restrictions on Project.**

**8.1. Completion Requirements.** Owner and City agree that the Park Improvements must be commenced (pursuant to Section 7.3) by Owner by the Park Improvement Commencement Date and completed and accepted by the City (pursuant to Section 7.9) by the Park Improvement Completion Date, in accordance with the Approved Park Improvement Plans. If the Park Improvements are not commenced and completed in the time and manner specified, City has the right to cease issuing certificates of occupancy for the residential units exceeding 90% of the dwelling units for Tentative Tract Map 37223, and 90% of the dwellings unit for Tentative Tract Map 37262.

**9. Owner's Representations and Warranties.** As of the MOU Date and the Effective Date, Owner represents and warrants to City as a material term of this MOU that:

- a. To Owner's knowledge, there are no natural or environmental hazards located on the Dedication Property that would limit its marketability, merchantability, or suitability for development or impede its use in any way.
- b. To Owner's knowledge, the Dedication Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Dedication Property including, but not limited to, soil and ground water conditions. Owner has received no written notice from any third parties, prior owners of the Dedication Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Dedication Property. To Owner's knowledge, there are no environmental, health or safety hazards on, under or about the Dedication Property, including but not limited to soil and groundwater conditions. Neither Owner, nor any third party (including but not limited to Owner's predecessors in title to the Dedication Property), has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Dedication Property or transported to or from the Dedication Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials other than in accordance with applicable law and disclosed to City ("Hazardous Materials," which for the purpose of this MOU shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health

**& Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq., of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws; provided, however, the term "Hazardous Materials" shall not include materials reasonably and customarily used in the operation of office buildings).**

- c. There are no contracts, leases, recorded or unrecorded claims or unrecorded rights affecting the Dedication Property and no agreements entered into by or under Owner which shall survive the City's Acceptance that would adversely affect City's rights with respect to the Dedication Property.**
- d. Owner has received no written notice from any third parties, prior owners of the Dedication Property, of any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Dedication Property.**
- e. Owner has no knowledge of and has not received any notice relating to:**
  - i. Any uncured violation of any pollution, health, safety, fire, environmental, sewerage, zoning, or other federal, state or local law, code, ordinance, regulation, rule, requirement, order or permit, of any covenants, conditions or restrictions, affecting or relating to the Dedication Property, any portion thereof or the use, occupancy or operation thereof;**
  - ii. Any pending condemnation proceeding with regard to all or part of the Dedication Property or a threatened notice of any such proceeding or widening of streets abutting the Dedication Property; and**
  - iii. The imposition of any special taxes or assessments, or payments in lieu thereof, against the Dedication Property or any portion thereof.**
- f. The Dedication Property is in compliance with all applicable contracts, covenants and agreements affecting the Dedication Property.**
- g. To Owner's knowledge, there are no easements or encroachments onto the Dedication Property by buildings or improvements on any adjoining property, nor do any buildings or improvements on the Dedication Property encroach on other properties.**
- h. Owner has the unimpeded power to execute, deliver and perform Owner's obligations under this MOU and the documents executed and delivered by Owner pursuant hereto.**
- i. To Owner's knowledge, there are no contingent liabilities arising out of the ownership or operation of, or affecting, the Dedication Property or any part thereof which would be binding upon the City or to which the Dedication Property would be subject after City's Acceptance.**

- j. To Owner's knowledge, neither this MOU nor any other document, certificate or written statement furnished to City by Owner in connection herewith contains any untrue statement of a material fact.**
- k. All copies of documents delivered by Owner to City are true, genuine, complete and correct copies of the original executed documents which they purport to be.**

**Until City's Acceptance, if Owner learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the City's Acceptance, Owner shall immediately give written notice of such fact or condition to City.**

**The representations and warranties provided in this Section shall survive the City's Acceptance and delivery of the Dedication for a period of Five (5) years after the City's Acceptance and shall not be affected by any investigation, verification or approval by City.**

**Commencing on the earlier of MOU Date and the Effective Date, Owner agrees that it shall not take any action that would restrict the City's use of the Dedication Property. This includes, but is not limited to, the granting or recording of any easements, covenants, leases, or liens of any kind.**

**10. Condition of Dedication Property. Notwithstanding any other requirement in this MOU (including Section 7.9), City shall have no obligation to accept the Dedication Property if it is determined that any of the following conditions exist on the Dedication Property:**

**10.1. There are natural or environmental hazards located on the Dedication Property that would limit its marketability, merchantability, or suitability for development or impede its use in any way.**

**10.2. The Dedication Property is in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Dedication Property including, but not limited to, soil and ground water conditions and Owner has received written notice from any third parties, prior owners of the Dedication Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Dedication Property.**

**10.3. There are environmental, health or safety hazards on, under or about the Dedication Property, including but not limited to soil and groundwater conditions.**

**10.4. Owner, or any third party (including but not limited to Owner's predecessors in title to the Dedication Property), has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Dedication Property or transported to or from the Dedication Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials other than in accordance with applicable law and disclosed to City ("Hazardous Materials," which is further defined in Section 9(b)).**

**10.5. There are easements or encroachments onto the Dedication Property by buildings or improvements on any adjoining property, or there are any buildings or improvements on the Dedication Property encroaching on other properties.**

**10.6.** There are contingent liabilities arising out of the ownership or operation of, or affecting, the Dedication Property or any part thereof which would be binding upon the City or to which the Dedication Property would be subject after City's Acceptance.

**10.7.** That this MOU or any other document, certificate or written statement furnished to City by Owner in connection herewith contains any untrue statement of a material fact.

**10.8.** If after review of the Due Diligence Documents or PTR, the City disapproves of the condition of the Dedication Property, which disapproval shall take place, if at all, prior to the Park Improvement Commencement Date.

In the event that any of the above-mentioned conditions exist upon the Dedication Property, Owner shall, at no cost to Owner or City, work to resolve such conditions in a manner satisfactory and in favor of the City prior to the City accepting the Dedication Property, provided that Owner may elect to pay for such costs. Notwithstanding any other provision of this Section 10, City acknowledges the following restrictions and rights impacting the Dedication Property and agree that such restrictions and rights are acceptable: (i) airport restrictions and easements, including restrictions prohibiting the development and use of the Dedication Property for residential or commercial purposes, (ii) flood control restrictions and easements, (iii) standard easements and restrictions running in favor of a utility company or similar entity, and (iv) other easements and restrictions running in favor of City or any other governmental entity for ingress, egress, access or other public purpose.

**11. Authority to Enter MOU.** Each individual executing this MOU on behalf of City and Owner represents, warrants and covenants to the other that (a) such person is duly authorized to execute and deliver this MOU on behalf of the Parties in accordance with authority granted under the organizational documents of such entity, and (b) City and Owner are bound under the terms of this MOU.

**12. Cooperation; Further Acts.** The Parties shall fully cooperate with each another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to accomplish the purposes of this MOU.

**13. Modifications and Amendments.** Any amendment or modification of this MOU must be in writing executed by both Parties.

**14. Indemnity and Insurance.**

**14.1. Indemnity.** Owner agrees to indemnify, and hold City free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which City may suffer or incur as a consequence of any act or omission by Owner, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Owner (except City and its agents) with respect to the Dedication Property prior to City's Acceptance of the Park Improvements or arising out of, as a consequence of, or in any way attributable to, in whole or in part, the performance of this MOU by Owner (including, but not limited to, any claims relating to the

payment of prevailing wages). Owner's obligations under this Section shall survive the expiration and termination of this MOU for any reason for a period of ten years following the issuance of the applicable park fee reimbursements pursuant to Section 7.2.

#### **14.2. Insurance.**

**14.2.1. Prior to entering into the Dedication Property or carrying out the Park Improvements, Owner shall procure and maintain, during construction of any Park Improvements pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.**

**14.2.2. General Liability.** Owner shall procure and maintain, occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage.

**14.2.3. Business Automobile Liability.** Owner shall procure and maintain, business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

**14.2.4. Workers' Compensation.** Owner shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

**14.2.5. Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

**14.2.6. Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City.

**14.2.7. Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Owner or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

**14.2.8. Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall

provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

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

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

14.2.11. **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:IX.

14.2.12. Owner may satisfy the requirements of this Section 14 by requiring its contractors and subcontractors to comply with the provisions of this Section 14. Owner agrees to ensure that its consultants, subconsultants, contractors, subcontractors, and any other party involved with the construction of Park Improvements who is brought onto or involved in the construction of Park Improvements by Owner, provide the same minimum insurance coverage and endorsements specified above. Owner agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Owner agrees that upon request, all agreements with contractors, subconsultants, subcontractors, and others engaged in the construction of the Park Improvement will be submitted to City for review.

15. **Reservation of Power.** Notwithstanding any other provisions of this MOU, Owner acknowledges and agrees that City is restricted in its authority to limit its police power, and the foregoing limitations, reservations and exceptions are intended to reserve to City all its police power, which cannot be so limited. This MOU shall be construed to reserve to City all such power and authority that cannot be restricted by this MOU.

16. **Assignment.** Owner may not assign this MOU or transfer the Dedication Property without the prior written consent of City in its sole discretion.

17. **Attorney Fees.** In any action between the Parties, seeking enforcement of any of the terms and provisions of this MOU, or in connection with the Dedication Property, the prevailing Party in such action shall be entitled, to have and to recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

18. **Notices.** Any notice which either Party may desire to give to the other Party must be in writing and may be given by personal delivery or national overnight delivery service which will



be deemed received the following day or by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the Party to whom the notice is directed as set forth below, or such other address and to such other persons as the Parties may hereafter designate:

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

With a copy to: Aleshire & Wynder, LLP  
3380 Lemon Street, Suite 520  
Riverside, CA 92501  
Attn: Eric Dunn, City Attorney

Owner: Green Valley Recovery Acquisition LLC  
1251 Avenue of the Americas, 50<sup>th</sup> Floor  
New York, New York 10020  
Attn: Jonathan Shumaker

With a copy to: Rain Tree Investment Corporation  
5796 Armada Drive, Suite 375  
Carlsbad, CA 92008  
Attn: Patrick Parker

With a copy to: Mosley LLP  
620 Newport Center Drive, 11<sup>th</sup> Floor  
Newport Beach, CA 92660  
Attn: Paul Mosley

19. **No Third-Party Beneficiaries.** This MOU is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this MOU.

20. **Not Applicable to Other Real Property within Specific Plan.** This MOU is applicable only to the Dedication Property, and not to any other real property within the Specific Plan.

21. **Governing State Law.** This MOU shall be construed in accordance with the law of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this MOU shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Owner agrees to submit to the personal jurisdiction of such court in the event of such action.

22. **Severability.** Invalidation of any of the provisions contained in this MOU by judgment or court other shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this MOU, as so invalidated, would be unreasonable or inequitable under all

the circumstances or would frustrate the purpose of this MOU or the rights and obligations of the Parties.

23. **Entire MOU.** This MOU constitutes the entire understanding and agreement of the Parties.

24. **Time is of Essence.** The Parties specifically agree that time is of the essence of this MOU.

25. **Counterpart Execution.** This MOU may be executed in several counterparts, and all so executed shall constitute one agreement binding on both Parties hereto, notwithstanding that both Parties are not signatories to the original or the same counterpart.

26. **Attachments.** Attachments A, B, C and D are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first written.

**OWNER:**

Green Valley Recovery Acquisition LLC,  
a Delaware limited liability company

By: Paulson Ref II West LLC,  
a Delaware limited liability company  
Managing Member

By: [Signature]  
Its: Authorized  
Signatory

**CITY:**

City of Perris,  
a municipal corporation

By: [Signature]  
Richard Belmudez, City Manager

**ATTEST:**

[Signature]  
Nancy Salazar, City Clerk

**APPROVED AS TO FORM:**

**ALESHIRE & WYNDER, LLP**

By: [Signature]  
Eric L. Dunn, City Attorney

**ATTACHMENT A**

**LEGAL DESCRIPTION OF DEDICATION PROPERTY**

**A portion of Lot 24 (Assessor's Parcel Number 330-150-020)**

See attachment.

**Lot 25 (Assessor's Parcel Number 330-150-018)**

See attachment.

**EXHIBIT "A"**  
**PLANNING AREA 24 PARK**  
**GRANT DEED**  
**LEGAL DESCRIPTION**

THAT PORTION OF LOT 24 OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226 OF MAPS AT PAGES 88 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, WITHIN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 24 BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GREEN VALLEY PARKWAY (55.00 FEET IN HALF WIDTH NORTHERLY), AS SHOWN ON SAID TRACT NO. 24648 ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 945.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 5°12'57" EAST;

THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GREEN VALLEY PARKWAY;

1) WESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°11'48", AN ARC DISTANCE OF 300.12 FEET TO AN ANGLE POINT THEREON, TO WHICH A RADIAL LINE BEARS SOUTH 12°58'50" WEST;

2) NORTH 37°38'19" WEST, A DISTANCE OF 32.29 FEET TO AN ANGLE POINT THEREON;

3) NORTH 73°36'51" WEST, A DISTANCE OF 60.00 FEET TO AN ANGLE POINT THEREON;

4) SOUTH 70°24'37" WEST, A DISTANCE OF 32.29 FEET TO AN ANGLE POINT THEREON AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 945.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 19°47'28" WEST;

5) NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°22'12", AN ARC DISTANCE OF 286.49 FEET TO A POINT THEREON, TO WHICH A RADIAL LINE BEARS SOUTH 37°09'40" WEST;

THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE NORTH 37°09'40" EAST, A DISTANCE OF 12.05 FEET;

THENCE NORTH 87°20'48" EAST, A DISTANCE OF 189.22 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET;

THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 83°24'53", AN ARC DISTANCE OF 14.56 FEET;

**EXHIBIT "A"**  
**PLANNING AREA 24 PARK**  
**GRANT DEED**  
**LEGAL DESCRIPTION**

**THENCE NORTH 03°55'56" EAST, A DISTANCE OF 33.75 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 42.00 FEET;**

**THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°16'04", AN ARC DISTANCE OF 65.44 FEET;**

**THENCE SOUTH 86°48'00" EAST, A DISTANCE OF 14.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.00 FEET;**

**THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 91°43'37", AN ARC DISTANCE OF 72.04 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 87.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 88°31'37" WEST;**

**THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 73°27'41", AN ARC DISTANCE OF 111.55 FEET;**

**THENCE NORTH 74°56'04" EAST, A DISTANCE OF 98.57 FEET;**

**THENCE NORTH 77°14'14" EAST, A DISTANCE OF 80.79 FEET TO A POINT ON THE WESTERLY LINE OF LOT 23 AS SHOWN ON SAID TRACT NO. 24648;**

**THENCE SOUTH 12°52'11" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 468.35 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 3.75 ACRES, MORE OR LESS.**

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

  
\_\_\_\_\_  
Michael E. Johnson, L.S. 7673

12/18/19  
\_\_\_\_\_  
Date



Prepared By: AL  
Checked By: mf

**EXHIBIT "A"**  
**PLANNING AREA 25 PARK**  
**GRANT DEED**  
**LEGAL DESCRIPTION**

LOT 25 OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226 OF MAPS AT PAGES 88 THROUGH 100, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, WITHIN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

CONTAINING 31.90 ACRES, MORE OR LESS.

PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
Michael E. Johnson, L.S. 7673

1/03/20  
\_\_\_\_\_  
Date



**ATTACHMENT B**

**DEPICTION OF THE DEDICATION PROPERTY**

**A portion of Lot 24 (Assessor's Parcel Number 330-150-020)**

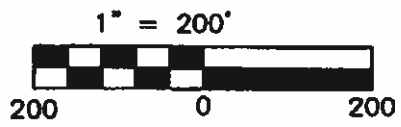
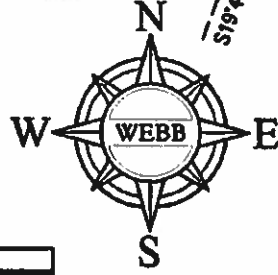
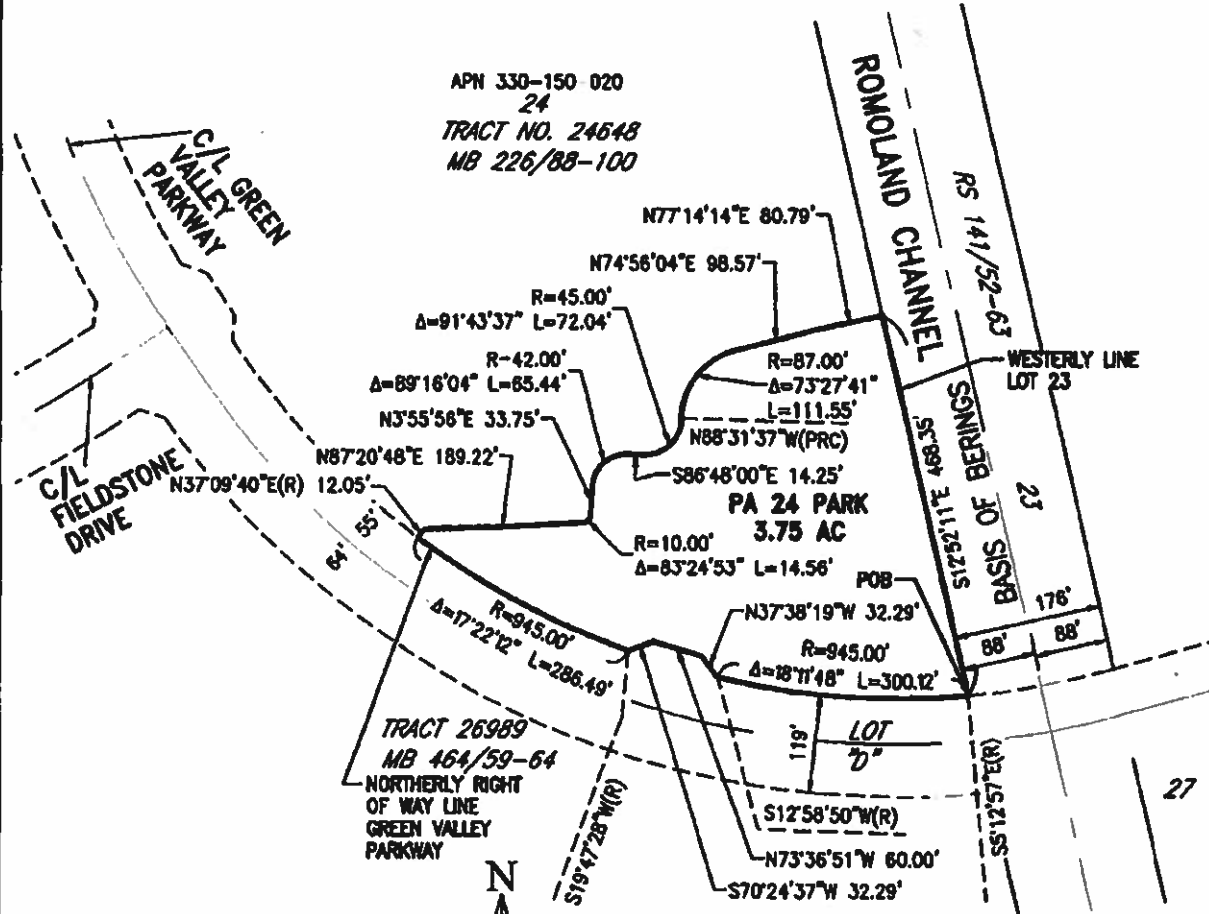
See attachment.

**Lot 25 (Assessor's Parcel Number 330-150-018)**

See attachment.

**EXHIBIT "B"**  
**GRANT DEED**  
**PLANNING AREA 24 PARK**

APN 330-150 020  
 24  
 TRACT NO. 24648  
 MB 226/88-100



BASIS OF BEARINGS TAKEN FROM  
 THE EAST LINE OF TR. 26989 PER  
 M.B. 464/59-64 BEING N 12 52' 11" W

12/18/19

SEC. 8, T5S, R3W, SBM

**ALBERT A.**  
**WEBB**  
**ASSOCIATES**

**CITY OF PERRIS**

C:\2015\15 0185\Drawings\Mapping\Legals & Plat.\PARK\15 0185 PARK PA24.dwg 12/16/2019 5:28 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
 ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
 WO 15-0185

SCALE: 1"=200'

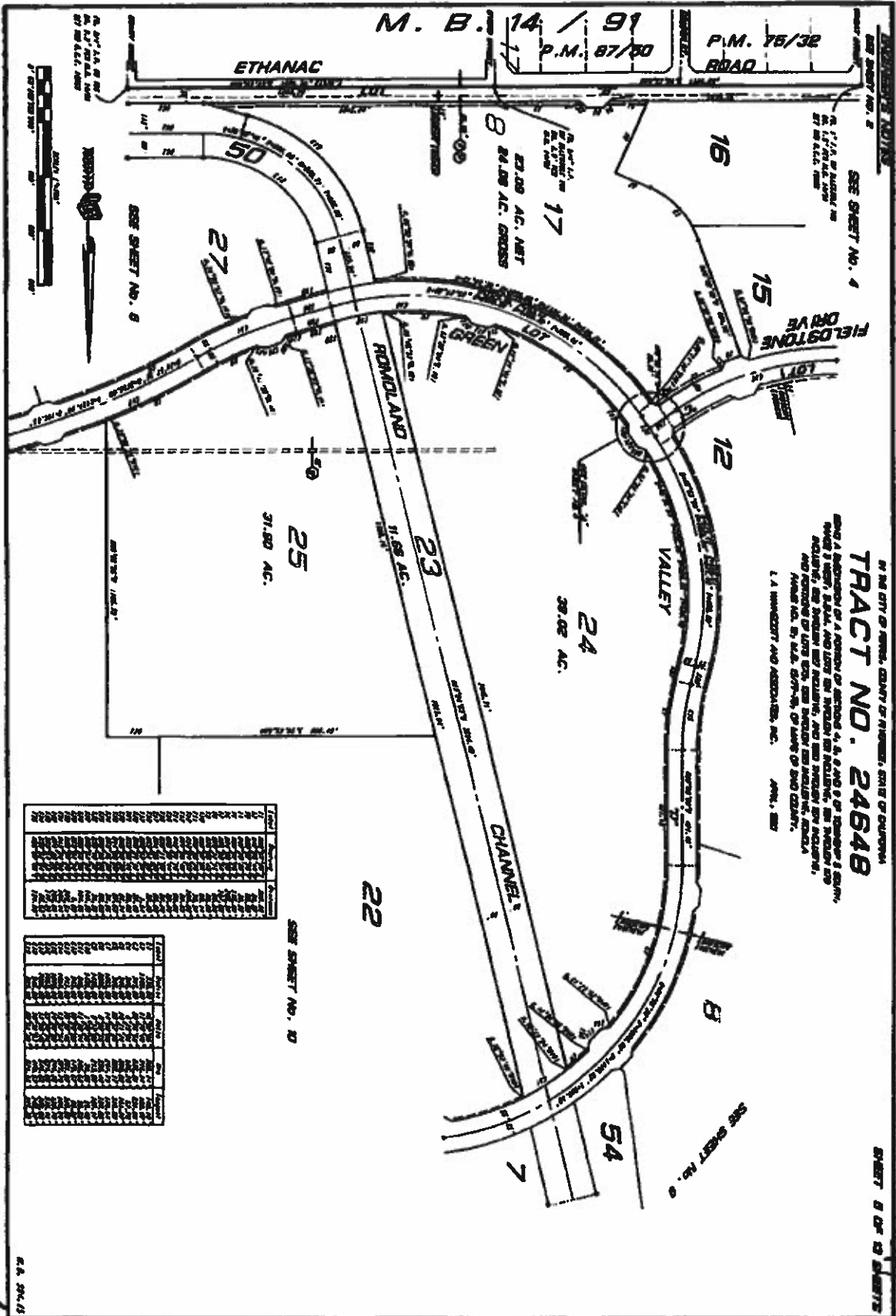
DRWN BY ALR  
 CHKD BY MJ

DATE 8/6/19  
 DATE 8/6/19

SUBJECT: PA 24 PARK GRANT DEED



# PLANNING AREA 25 PARK



MB2226/92

SHEET 8 OF 12 SHEETS

COPY

Lot No.	Area (Ac.)	Remarks
12	28.02	AC.
15	22.08	AC.
16	24.08	AC.
17	22.08	AC.
22	11.58	AC.
23	11.58	AC.
24	28.02	AC.
25	31.80	AC.
27	22.08	AC.
50	22.08	AC.
Channel	11.58	AC.

24 204-15

**2020-0019716**

01/15/2020 12:49 PM Fee: \$ 0.00

Page 1 of 15

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



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:  
City of Perris

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

					R	A	Exam:	780		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC	
SIZE	NCOR	SMF	NCHG	T:						

Space above this line for recorder's use only

**Irrevocable Offer of Dedication-Green Valley Recovery Acquisition, LLC**

Title of Document

APN#'s 330-150-018 and 330-150-020

TRA: \_\_\_\_\_

DTT: 0 \_\_\_\_\_

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

177872

**ATTACHMENT C**

**IRREVOCABLE OFFER OF DEDICATION**

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

City of Perris  
101 North D Street  
Perris, CA 92570  
Attn: Community Services Department

APN. 330-150-018 & 020

(Space Above This Line for Recorder's Office Use Only)  
Exempt from Recording Fees under Govt Code 6103

THE UNDERSIGNED GRANTOR DECLARES  
that no documentary transfer tax is due pursuant to  
R&T 11922. \_\_\_\_\_.

**IRREVOCABLE OFFER OF DEDICATION**

For valuable consideration, receipt of which is hereby acknowledged, GREEN VALLEY RECOVERY ACQUISITION, LLC, a Delaware limited liability company, does hereby, pursuant to the procedures set forth in California Government Code Section 7050, irrevocably offer for dedication in fee for any lawful public purpose, to the CITY OF PERRIS, a California municipal corporation, all that certain real property situated in the City of Perris, County of Riverside, State of California, more fully described in EXHIBIT A and depicted in EXHIBIT B attached hereto and incorporated herein by reference (the "Property"); reserving, however, unto the undersigned and its successors and assigns any and all present lawful uses of the Property until such time as construction is commenced upon the Property, and also reserving under to the undersigned the right to grade the Property in accordance with grading plans approved by the City of Perris prior to the date of this offer of dedication.

Dated: 10/15, 2019

**GRANTOR:**

Green Valley Recovery Acquisition LLC,  
a Delaware limited liability company

By: Paulson Ref II West LLC, a Delaware limited  
liability company  
Managing Member

By: 

Its: Jon Shumaker

**ACKNOWLEDGMENT**

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

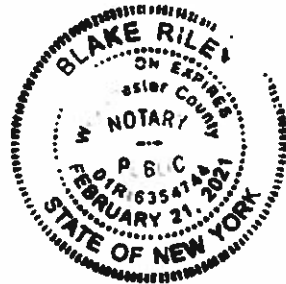
STATE OF New York )

COUNTY OF Westchester )

On October 15, 2019 before me, the undersigned, a Notary Public in and for the said State, personally appeared Gary Summerville, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] (SEAL)  
Notary Public Signature



Notary Public, State of New York  
Blake Riley  
No. 01R16354744  
Qualified in Westchester County  
Appointment Expires February 21, ~~2020~~  
2021

**ATTACHMENT A**

**LEGAL DESCRIPTION OF DEDICATION PROPERTY**

**A portion of Lot 24 (Assessor's Parcel Number 330-150-020)**

See attachment.

**Lot 25 (Assessor's Parcel Number 330-150-018)**

See attachment.

**EXHIBIT "A"**  
**PLANNING AREA 24 PARK**  
**GRANT DEED**  
**LEGAL DESCRIPTION**

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BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 24 BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GREEN VALLEY PARKWAY (55.00 FEET IN HALF WIDTH NORTHERLY), AS SHOWN ON SAID TRACT NO. 24648 ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 945.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 5°12'57" EAST;

THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GREEN VALLEY PARKWAY;

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3) NORTH 73°36'51" WEST, A DISTANCE OF 60.00 FEET TO AN ANGLE POINT THEREON;

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THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE NORTH 37°09'40" EAST, A DISTANCE OF 12.05 FEET;

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**EXHIBIT "A"**  
**PLANNING AREA 24 PARK**  
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**THENCE NORTH 03°55'56" EAST, A DISTANCE OF 33.75 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 42.00 FEET;**

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**THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 73°27'41", AN ARC DISTANCE OF 111.55 FEET;**

**THENCE NORTH 74°56'04" EAST, A DISTANCE OF 98.57 FEET;**

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**THENCE SOUTH 12°52'11" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 468.35 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 3.75 ACRES, MORE OR LESS.**

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

  
\_\_\_\_\_  
Michael E. Johnson, L.S. 7673

12/18/19  
\_\_\_\_\_  
Date



Prepared By: AL  
Checked By: mf



**EXHIBIT "A"**  
**PLANNING AREA 25 PARK**  
**GRANT DEED**  
**LEGAL DESCRIPTION**

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**CONTAINING 31.90 ACRES, MORE OR LESS.**

**PREPARED UNDER MY SUPERVISION**

  
\_\_\_\_\_  
Michael E. Johnson, L.S. 7673

1/03/20  
Date



**ATTACHMENT B**

**DEPICTION OF THE DEDICATION PROPERTY**

**A portion of Lot 24 (Assessor's Parcel Number 330-150-020)**

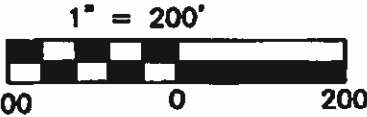
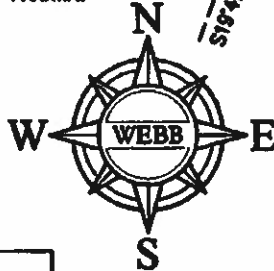
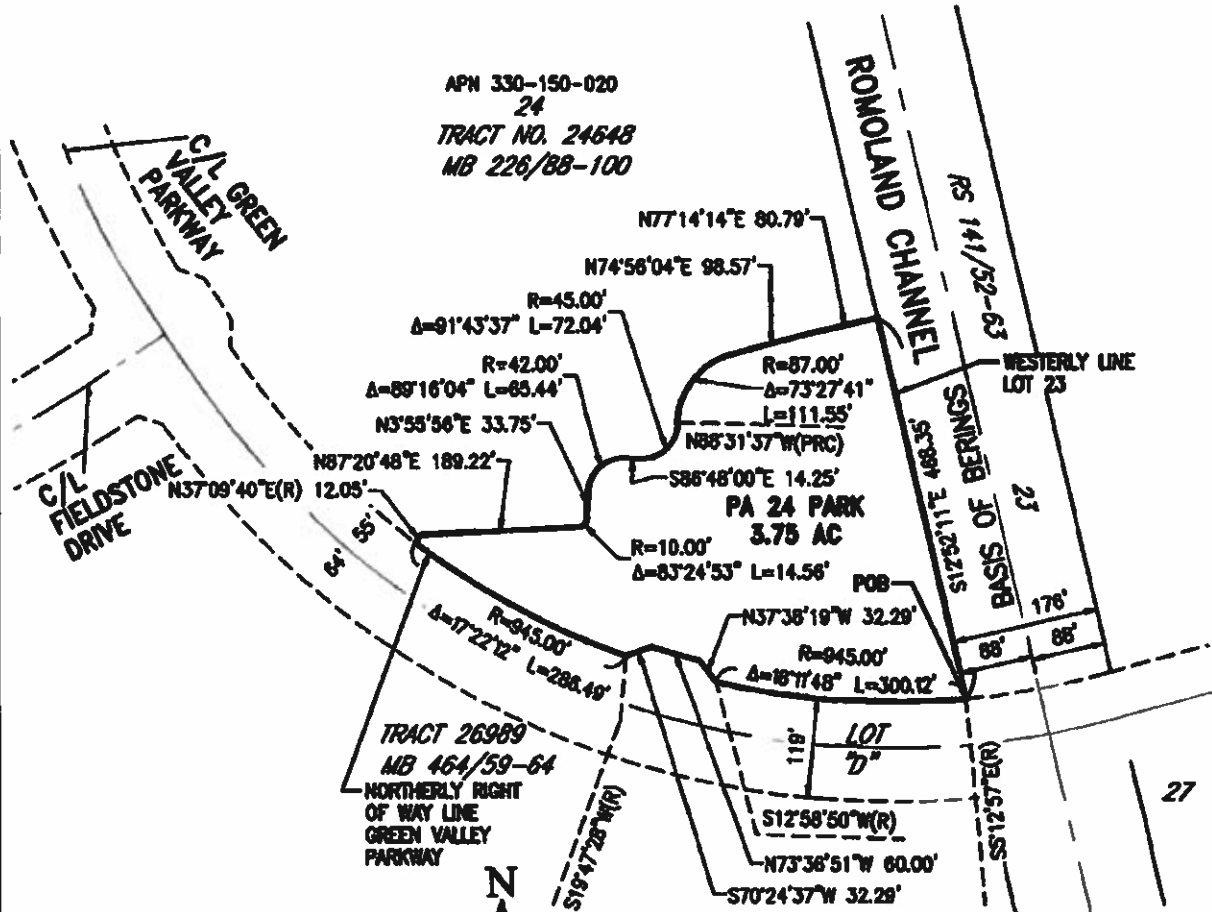
See attachment.

**Lot 25 (Assessor's Parcel Number 330-150-018)**

See attachment.

**EXHIBIT "B"**  
**GRANT DEED**  
**PLANNING AREA 24 PARK**

APN 330-150-020  
 24  
 TRACT NO. 24648  
 MB 226/88-100



BASIS OF BEARINGS TAKEN FROM  
 THE EAST LINE OF TR. 26989 PER  
 M.B. 464/59-64 BEING N 12 52' 11" W

12/18/19

SEC. 8, T5S, R3W, S8M

**ALBERT A.**  
**WEBB**  
**ASSOCIATES**

**CITY OF PERRIS**

G:\2015\15-0185\Drawings\Mapping\Legals & Plat.\PARK\15-0185 PARK\_PA24.dwg 12/16/2019  
 5:28 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
 ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
 NO 15-0185

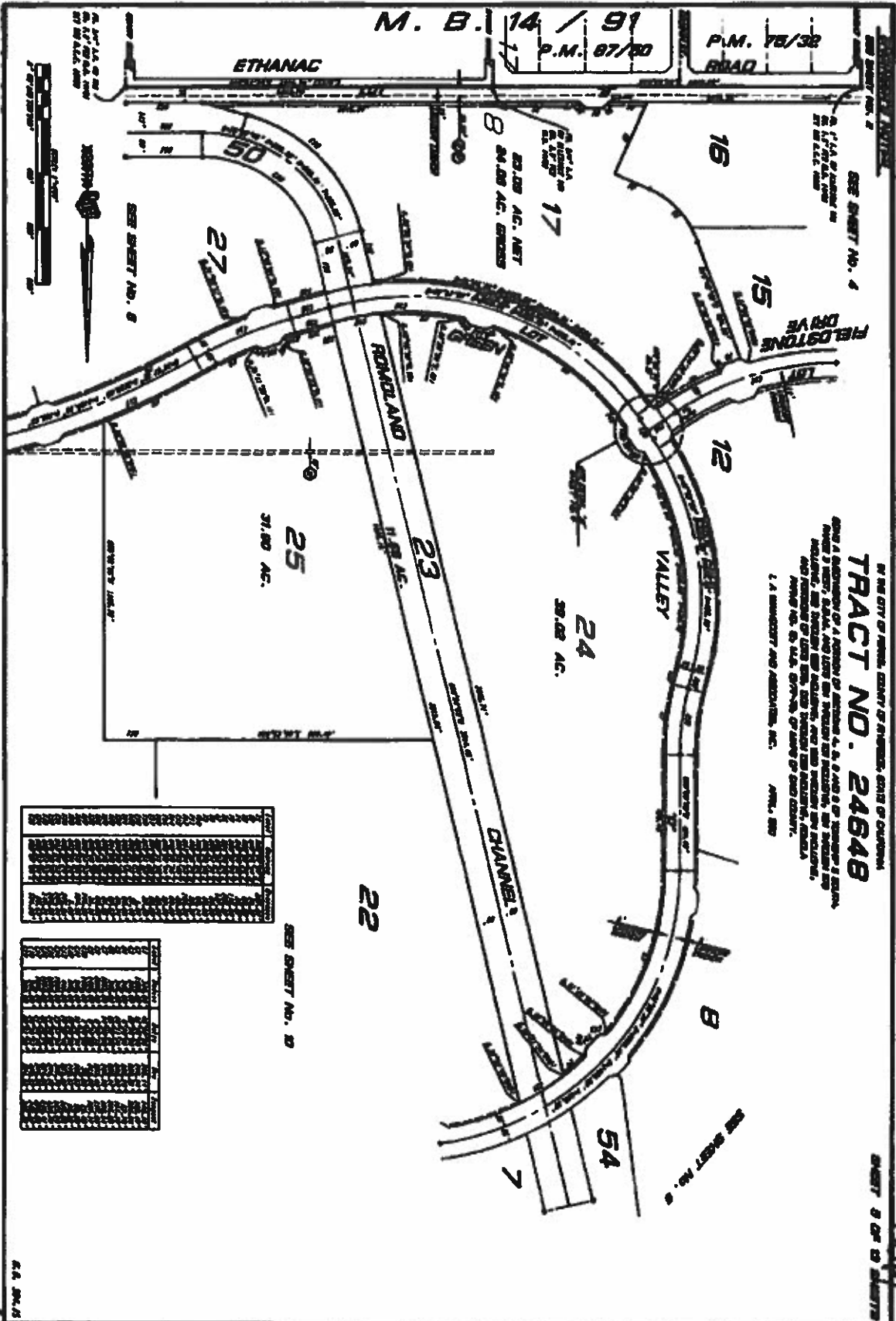
SCALE: 1"=200'

DRWN BY ALR  
 CHKD BY MJ

DATE 8/8/19  
 DATE 8/8/19

SUBJECT: PA 24 PARK GRANT DEED

# PLANNING AREA 25 PARK

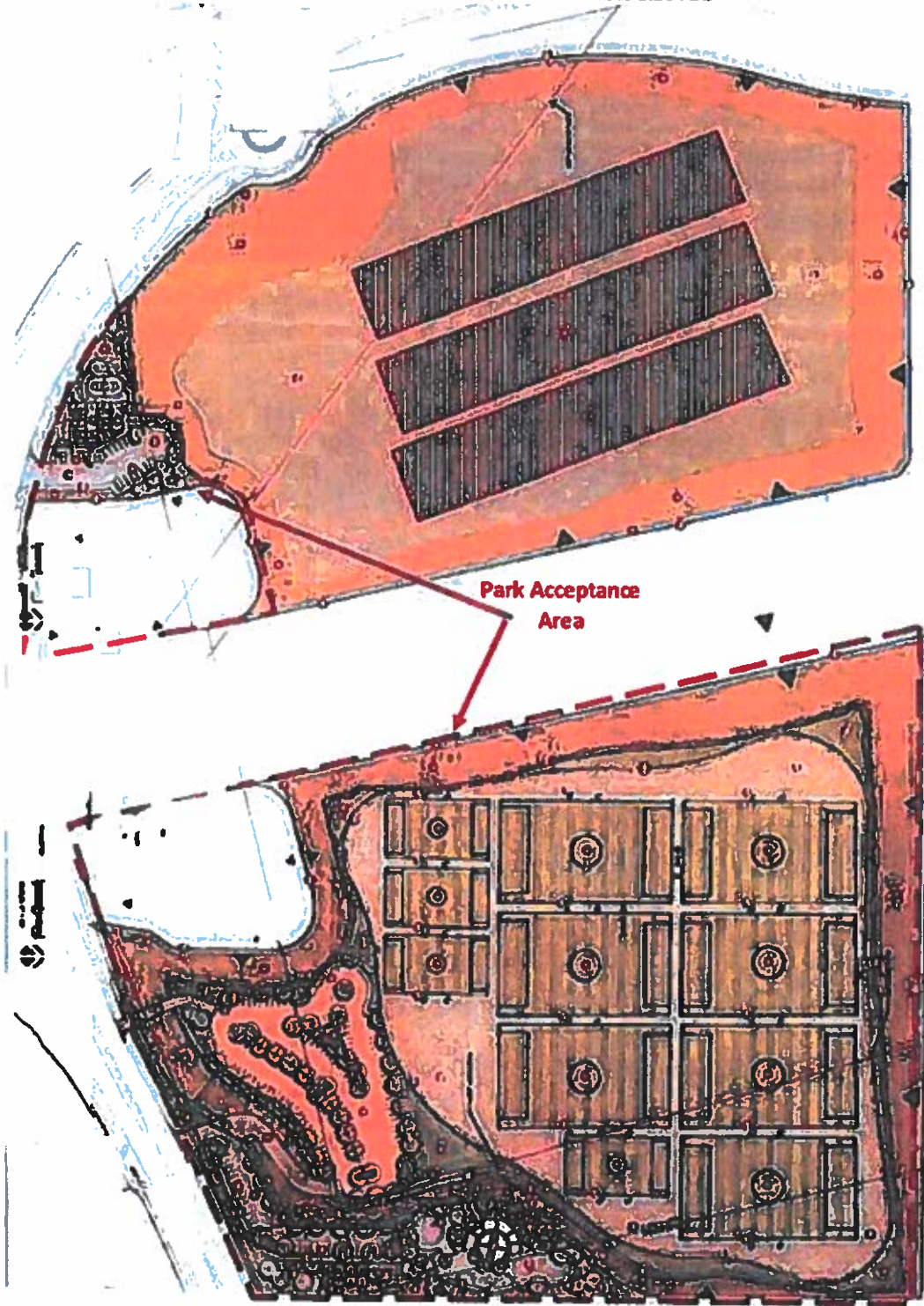


MB226/92

Copy 2/92

**ATTACHMENT D**

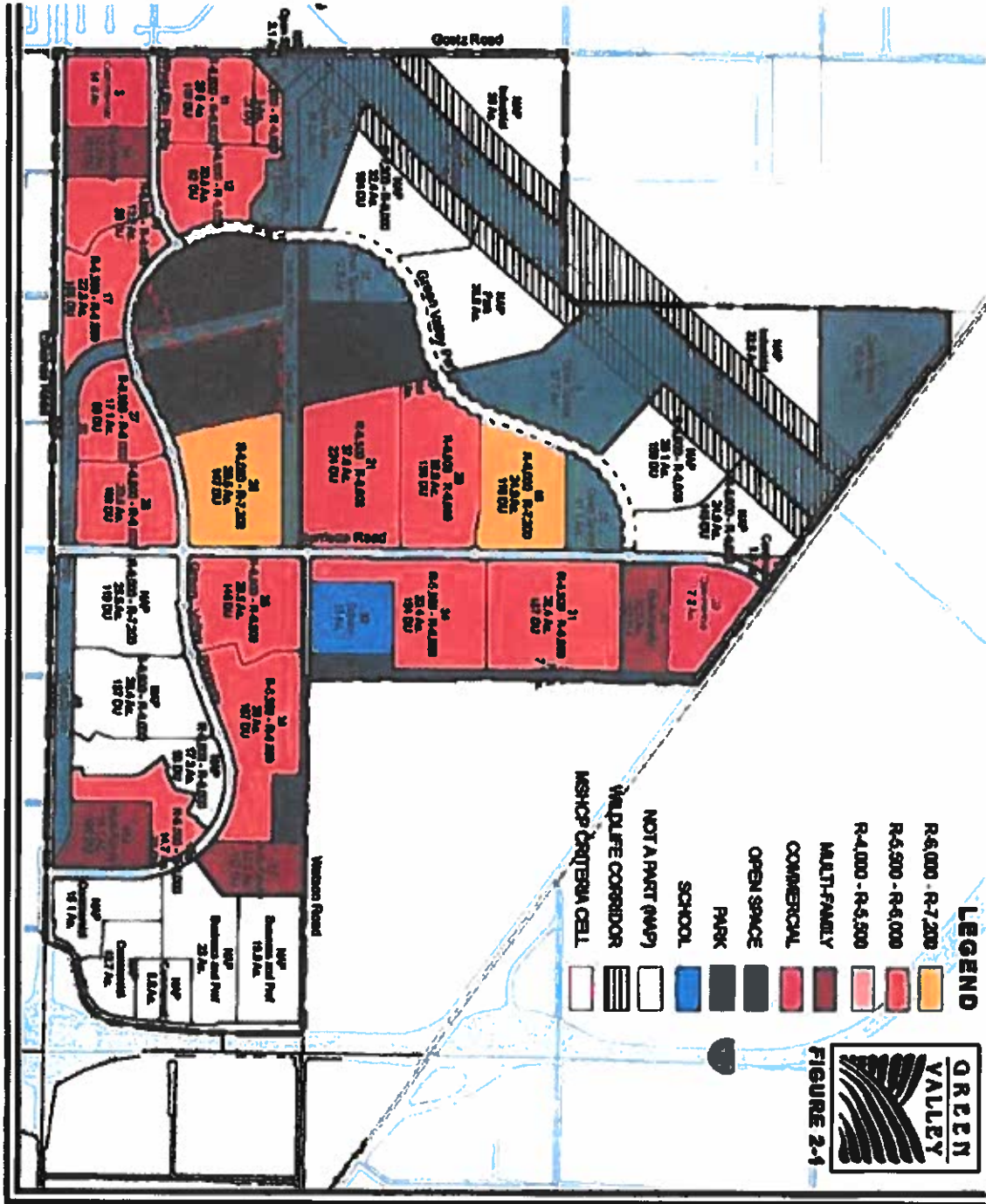
**PRELIMINARY PARK IMPROVEMENTS**





# ATTACHMENT E

## CONCEPTUAL LAND USE PLAN MAP



**ACCEPTANCE BY GRANTEE**

This is to certify that the real property conveyed by GREEN VALLEY RECOVERY ACQUISITION LLC, a Delaware limited liability company ("Grantor"), by Irrevocable Offer of Dedication to the CITY OF PERRIS ("City"), is hereby accepted by the undersigned officer and agent of City and the City consents to the recording of the Grant Deed.

Signed and dated at Perris, California on Nov. 5, 2019.

**GRANTEE**

**CITY OF PERRIS,  
a municipal corporation**

By:   
**Richard Belmudez  
City Manager**

**ACKNOWLEDGMENT**

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

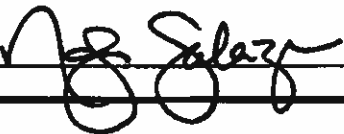
State of California  
County of Riverside )

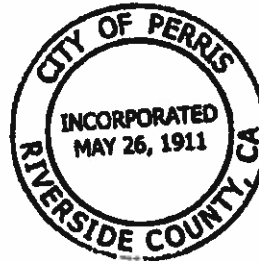
On 11/05/2019 before me, Nancy Salazar, City Clerk  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)







# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 11, 2021

**SUBJECT:** Contract Services Agreement with Agiline CityView360 for installation of a Geographic Information System (GIS).

**REQUESTED ACTION:** That the City Council consider and approve a Contract Services Agreement with Agiline CityView360 for GIS services, in an amount not to exceed \$185,000; and authorize the Interim City Manager to execute said Agreement.

**CONTACT:** Arturo Cervantes, Chief Information Officer

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#### **BACKGROUND/DISCUSSION:**

In 2019, the City of Perris was awarded SB2 grant funding in the amount of \$306,360 to support the Housing Element update and Geographic Information's System (GIS) update. The purpose of these updates are to help facilitate housing development in the City of Perris. The SB2 grant provides funding to update the Housing Element to comply with the Regional Housing Needs Assessment (RHNA) figures to provide more affordable housing throughout the City of Perris and fund updates to Global Information Systems (GIS) to include additional layering with vital housing information to monitor the City's progress. The projects identified in the grant application are as follow: 1. Housing Element Background Technical Report 2. Preparing the Housing Element Document 3. City adoption and State Certification. The City of Perris is heavily reliant on the availability of data to inform decision making, manage day to day operations, optimize service delivery, and improve citizen engagement.

The Information Technology Department along with all City departments investigated and compared several GIS providers to ensure the system selected was the best fit for the City's needs. During the investigation process, it was difficult to obtain multiple estimates due to lack of response/interest from GIS providers, such as ESRI and ESRI subsidiaries. A total of two estimates were obtained, GIS Inc. submitted an estimate of \$155,000 (Attachment 1) and Agiline for \$185,000 (Attachment 2). After thorough review and evaluation of the qualifications and experience of each firm, Agiline was determined to be the most qualified for this project because their platform relies on CityView 360, GIS data integrated from: ESRI, Google Maps, Aceela, Tyler Munis, GovClarity and City asset management systems. CityView360 will allow future expansion into an integrated mobile application allowing the public to submit work requests, pay bills, and view GIS data through mobile devices. As opposed to GISinc that will only allow data extraction and upload into a custom GIS platform. The City will use GIS to project data onto maps in support of a broad spectrum of projects and operations in every department. Some of these maps will be interactive and made available for public use via the City's website. The system will allow for City of Perris to expand its GIS to other domains such as Utilities, Public Safety, Planning, Community Services and Public Works.

Staff respectfully recommends that the City Council approve the proposed Contract Services Agreement with Agiline CityView360 for GIS services in an amount not to exceed \$185,000 being funded by the SB2 Grant, and authorize the Interim City Manager to enter into said Agreement.

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**BUDGET (or FISCAL) IMPACT:** There will be no impact to the General Fund budget. The contract with Agiline will be funded by the SB2 Grant.

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**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director \_\_\_\_\_



- Attachments:
1. GIS Inc. Estimate
  2. Agiline CityView 360 Estimate
  3. Draft Service Agreement with Agiline CityView 360
  4. SB2 Grant Excuted Agreement

Consent: May 11, 2021  
Public Hearing:  
Business Item:  
Presentation:  
Other:

# ATTACHMENT 1

GIS Inc. Estimate



*Inspired by  
Location*

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# City of Perris, CA

## GIS Strategic Plan & Implementation

April 8, 2021

---

**Tim Small**

*Account Executive*

**p:** 205.224.0905

**e:** [tim\\_small@gisinc.com](mailto:tim_small@gisinc.com)

**Geographic Information Services, Inc.**

2100 Riverchase Center, Suite 105

Birmingham, AL 35244

**p:** 205.941.0442 | **f:** 205.982.7733 | **w:** [gisinc.com](http://gisinc.com)

TINS: 63-1030638 CAGE: 1FQD9 DUNS: 826706848





April 8, 2021

Dillion Johnson  
IT Help Desk Assistant  
City of Perris, CA  
101 N. D Street  
Perris, California 92570

**RE: GIS Strategic Plan & Implementation**

Dear Dillon,

Geographic Information Services, Inc. (GISinc) is pleased to submit our proposal to support the City of Perris with a GIS Strategic Plan & Implementation. With over 30 years of experience providing GIS services for municipal, state, federal, and commercial clients, GISinc meets or exceeds all requirements for this contract.

**GISinc - Overview**

Established in 1991, GISinc's core business is location technology. Our core mission is helping clients leverage and realize the full value of GIS in their organizations. We provide comprehensive GIS services and customized solutions. We have extensive geospatial resources and an expert team with the expertise to ensure the successful completion of each task.

**Why Select the GISinc Team?**

- **Most Qualified and Most Relevant Experience:** We are an Esri Platinum Partner; less than 1% of firms have reached this highest level of distinction. We were one of four piloting partners with Esri's ArcGIS for Local Government Initiative and have supported over 100 local government agencies with successful adoption and implementation. We have an expertise and domain knowledge with migration of data into the Local Government Information Model (LGIM), deployment of the Esri templates that integrate with business systems.
- **Our Capacity** –With over 130 GIS professionals and staff located in 35 states across the US, our team has a wide range of GIS, specifically Esri and Asset Management Solution (AMS) experience with municipal clients and public works utilities. Unlike many other firms, our core business is GIS, AMS, and Internet-of-Things (IoT) technology. We provide GIS-centric solutions, helping clients establish technical independence, and have the technical team to ensure successful completion within schedule.
- **We Are The Low-Risk Selection** - With an unmatched track record of success, GISinc is known for helping clients leverage the most value from their system, to meet both short-term and long-term goals and budgets. Our approach will meet and exceed your needs for this project, with advanced quality control procedures and our emphasis on education and knowledge transfer to ensure success.

If you would like additional information, please don't hesitate to contact me.

Sincerely,

*Tim Small*

Tim Small  
Account Executive  
Geographic Information Services, Inc.  
2100 Riverchase Center, Suite 105 | Birmingham, AL 35244  
p: (205) 224-0905 | c: (215) 313-7382 | e: tim.small@gisinc.com  
2100 Riverchase Center, Suite 105  
Birmingham, AL 35244

1600 Duke Street, Suite 300  
Alexandria, VA 22314

## 1. GISinc Company Overview and Background

Established in 1991, GISinc specializes in providing GIS services for government agencies and some of the largest public and privately-held companies in the world. Our core competency is helping clients leverage and realize the full value of GIS in their organization, encompassing all areas required for this project. GISinc is a proven provider, with the experience, expert personnel, and resources to ensure the success of each task for this contract. We offer:

- Award-winning past performance and comprehensive experience on local government contracts
- Experienced GIS personnel, with extensive resource capacity to expedite tasks
- An advanced level of expert service and innovative solutions for the required services
- 30+ Years of similar experience focusing exclusively on Geographic Information Systems
- Quality assurance procedures and innovative techniques, for timely and cost-efficient solutions

### Offices and On-Site Personnel

**GISinc Headquarters:** 2100 Riverchase Center | Suite 105 | Birmingham, AL 35244  
p (205) 941-0442 f (205) 982-7733 | [www.gisinc.com](http://www.gisinc.com)

As a small business, we have extensive resources and are just the right size to provide a personalized level of service. We are known for our commitment to detail, innovative technical knowledge, budget-friendly solutions, and excellent customer service.

With over 130 GIS professionals, we have the capacity and performance history to accomplish large-scale projects. We utilize a tried-and-proven project management plan and quality assurance approach. We embrace this model because it allows us to provide the best support to our clients, ensuring a successful and timely completion of your project.

### Corporate Experience and Industry Strengths

**We have served over 400 government agencies in all 50 states.** GISinc has completed literally hundreds of GIS projects, **including over 650 GIS projects within just the last few years, of all sizes.** This includes dozens of GIS projects ongoing today. At any given time, we may have over 200 projects ongoing, providing a depth of GIS resources that is unmatched.

#### GISinc - Esri Platinum Partner

As an Esri Platinum Partner, GISinc is one of only nine US firms to reach this highest level of distinction, bringing an advanced level of expertise and technical solutions to our clients. In addition to Esri Platinum Partnership, GISinc has achieved Esri specialty status in both ArcGIS for Local Government and ArcGIS Online. We're proud to be among a small handful of partners that have achieved both designations, and will bring our expert capability throughout this project.



#### GISinc – Cityworks Platinum Partner

GISinc is a Cityworks Platinum Partner, providing a GIS-centric approach and an advanced level of GIS expertise. Cityworks delivers a highly capable, yet sensible and cost-effective GIS-centric Asset Management Solution (AMS). GISinc became an Implementation Partner with Cityworks in 2014 and achieved Platinum status in just three years, becoming the only firm to hold a Platinum status with both Cityworks and Esri.

## 2. Understanding & Context

Like many communities across the country, the City of Perris is looking to leverage GIS technology to organize and visualize your data, improve operational efficiency and automate workflows, emphasize civic engagement, generate cost savings and demonstrate return on investment.

At GISinc, we understand how challenging it is to create a modern, fully operational, enterprise GIS program. GISinc has supported and continues to support many clients with the same challenge, ranging from small municipalities to some of the largest public utilities in the country. We understand industry best practices, but even more relevant, we understand the practical and local constraints that our clients face. We adapt our approach accordingly to ensure both value and viability.

Accordingly, we are proposing to help the City plan out and implement a modern GIS program that will meet these needs including converting existing maps and plans into the GIS, providing guidance on hosting the GIS environment in the cloud vs on premise, migrating 3<sup>rd</sup> party systems into the GIS and training City staff in various departments to become proficient in utilizing the GIS system that we help to plan out and implement.

The following sections outline our high-level approach to managing the proposed effort.

## 3. Project Approach

To support the City in planning out and implementing a modern, enterprise GIS program we propose the following tasks:

### **Task 1-Discovery Workshop**

Our Discovery Workshop is a proven process for developing requirements, scope, and a solutions vision for our client's projects. The Discovery Workshop is intended to facilitate in-depth discussions regarding best practices for implementing a modern GIS program via ArcGIS Enterprise, defining the GIS needs for each department, understanding the amount of data transformation that will be needed and making a determination on hosting the environment in the cloud vs on premise. The Discovery Workshop will provide an opportunity to comprehensively analyze and document your needs and requirements, and ultimately create a GIS implementation plan to execute upon.

- GISinc proposes a 3-day remote Discovery Workshop to support City of Perris' GIS implementation plan. We will support the Discovery Workshop with one of our Solutions Architects (SA) who has a broad range of experience designing and architecting client-driven GIS solutions. To complete the Discovery Workshop, GISinc's SA will work remotely with the City for 3-days assessing, interviewing, facilitating discussions, and most importantly, listening to your staff and stakeholders to develop a plan to implement a modern, enterprise GIS program for the City. The workshop is intended to combine your group's local domain knowledge with GISinc's breadth of technical expertise and experience to produce an optimal approach.
- Prior to the Workshop, GISinc will provide City of Perris with a detailed agenda. GISinc will finalize the system architecture and data structure recommendations document, which will include a round of review from City of Perris to ensure all requirements have been addressed. The final deliverable

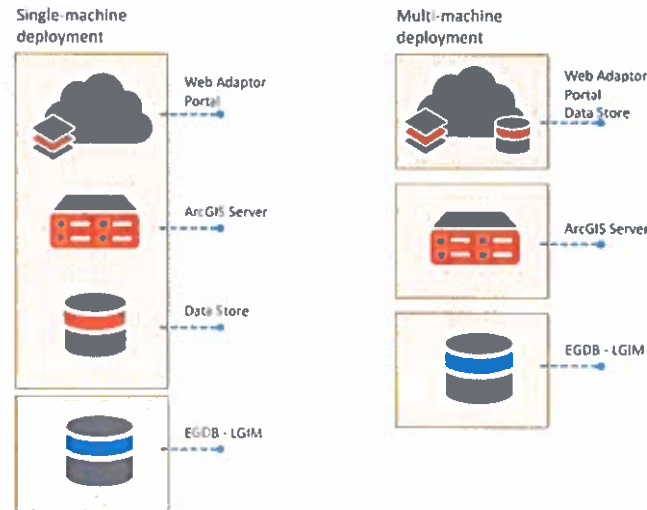
will be an outline and illustration of a recommended logical enterprise GIS architecture and asset data structure, and a plan to implement the recommendations.

## **Task 2-Enterprise Jumpstart**

GISinc will provide professional services to assist the City of Perris with an Esri ArcGIS Enterprise installation and configuration. ArcGIS Enterprise is the foundational software system for GIS, powering mapping and visualization, analytics, and data management. It is the backbone for running the Esri suite of applications and your own custom applications. ArcGIS Enterprise is tightly integrated with ArcGIS Desktop and ArcGIS Pro for mapping and authoring, and seamlessly connects with ArcGIS Online to share content between systems. Collaboration and flexibility are central to ArcGIS Enterprise, allowing you to organize and share your work on any device, anywhere, at any time. ArcGIS Enterprise gives you complete control over your deployment. It can be run on a single server machine, or scaled across many machines.

- All tasking for the ArcGIS Enterprise Jumpstart includes:
  - GISinc Solutions Engineer working remotely with the City, up to 50 hours, to perform the following tasks:
    - Install and configure ArcGIS Enterprise with current service pack on up to 3 physical servers or virtual nodes
      - The Discovery Workshop will determine if the environment will be hosted on-premise or in the cloud.
    - Setup EGDB (Enterprise Geodatabase) with Local Government Information Model (LGIM)
    - Provide knowledge transfer services to identified personnel
  
- Our jumpstart package delivers two key ingredients for success:
  - Quick Win: At the end of the jumpstart, we will have successfully configured and installed ArcGIS Enterprise. The goal is to create a quick win that demonstrates value of GIS and builds momentum to continue moving your GIS initiatives forward.
  - Knowledge: We are committed to your success and an integral component of this includes knowledge transfer. Our approach is to provide knowledge transfer throughout the entire jumpstart. We will work with you, side-by-side, to ensure you have the knowledge to administer, maintain, and build upon the work we have started.
  
- ArcGIS Enterprise consists of 4 components, the Web Adaptor, Portal, ArcGIS Server and the Data Store. GISinc recommends the separation of components to maximize the deployment of ArcGIS Enterprise. The following graphic represents a baseline architecture configuration for deploying ArcGIS Enterprise. GISinc can accommodate a single-machine deployment but recommends a multi-machine configuration for the jumpstart.





- GISinc is proposing the following identified tasks needed to complete the Esri ArcGIS Enterprise Jumpstart.
  - Install and Configure ArcGIS Server
  - Install and Configure Portal
  - Install and Configure Data Store
  - Install and Configure EGDB
  - Provide Knowledge Transfer

### Task 3-Department Jumpstarts

During the initial Discovery Workshop phase, GISinc and the City of Perris will define up to 5 departments to concentrate on to optimize existing workflows, allow for data creation, data visualization and insights to existing processes. GISinc is proposing services for selected City departments that will deliver an effective ArcGIS Enterprise and ArcGIS Online (AGOL) strategy supporting solution templates, web map and app products, and knowledge transfer enabling the City to become self-sufficient within the ArcGIS Enterprise system and AGOL. To support the City, GISinc will work remotely with one department at time, up to 76 hours per department, and implement the plan defined during the Discovery Workshop phase.

- The Department Jumpstarts will provide the following deliverables:
  - Establish a Foundation: At the end of each department’s jumpstart, we will have successfully created your AGOL account, deployed multiple web maps & apps to share across your organization and with your citizens.
  - Solution Configuration: GISinc will work from the implementation plan developed during the Discovery Workshop phase to deploy new resources in your ArcGIS Enterprise system. This can include the following map products:
    - Esri Solution Templates
    - Create Field Maps, ArcGIS Dashboards & Web App Builder Applications
    - Create embedded map on your website
    - Access content from within ArcGIS Pro

- Knowledge Transfer: Just like in the initial Discovery Workshop, We will work with you, side-by-side, to ensure you have the knowledge to administer, maintain, and build upon the work we have started.

#### **Task 4-Data Transformation**

GISinc will provide up to 184 hours of support to the City with converting existing PDF/Image files (zoning/general plans or otherwise) into the enterprise GIS. The number of files to convert will be confirmed during the Discovery Workshop.

- GISinc will design a workflow that establishes a smooth and efficient internal process from data acquisition through QA/QC and through to delivery. We will review the process with the City for validation and approval.
- GISinc will work with the City to acquire all requisite source data and any other referential information necessary to inform proper spatial reference.
- With workflow, process, and data in hand, the primary conversion effort will be initiated. In advance of a final and formal workflow, we anticipate an iterative conversion effort. As a conversion is completed, the data will be transitioned into the QA/QC phase prior to ingestion into the City's enterprise GIS.
- GISinc will implement an overarching internal QA/QC process designed to identify any systematic issues. We will leverage out-of-the-box tools, such as Data Reviewer, to assess attribute population trends and anomalies as well as data constructs, such as topology and network rules to detect issues with connectivity, logic, and even flow direction. Positional accuracy will be spot checked based on a sampling of the converted features. The City will also have an opportunity to perform a tier of review as desired.
- When the data for a particular plan/map is approved, the data will be loaded into the City's enterprise GIS and the GISinc Team will move onto the next contract and the process of conversion, QA/QC, and upload will repeat.

#### **Task 5-Ongoing GIS Support**

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, GISinc will provide up to 88 hours of professional services to assist the City with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants (if necessary).

### 3. Assumptions

- All work will be performed remotely unless otherwise specifically referenced as onsite services.
- The City will coordinate the schedules of all key participating stakeholders
- The City will identify appropriate participating stakeholders who are able to articulate relevant information that will serve as input to our assessments.
- One round of feedback to GISinc from the draft strategic implementation plan deliverable will be consolidated by the City into a single document with any conflicting observations reconciled prior to delivery.
- City of Perris has licenses available for ArcGIS Enterprise and ArcGIS Pro and ArcGIS Online.
- Necessary installation files are downloaded by City of Perris prior to GISinc configuration efforts.
- The accuracy of the digital/paper data output is dependent on the accuracy of the inputs.
- GISinc will provide knowledge transfer to ensure the City of Perris GIS personnel understand the procedures to follow.
  - ✓ City of Perris is responsible for all cartographic changes or creation/migration of map services beyond the migration of a single map service.
  - ✓ City of Perris' GIS Point of Contact will be available for ongoing knowledge transfer throughout this contract.
- City of Perris is responsible for installing and administering SQL Server on the GIS server. GISinc will create the enterprise geodatabase only.
- City of Perris is responsible for configuring the Web Server for IIS and .Net Framework
- City of Perris is responsible for purchasing or creating a SSL certificate
- No other system dependencies exist on the GIS server.
- City of Perris will provide personnel with adequate IT network and hardware access during implementation.
- Technical staff will be available and able to provide architectural inputs (existing server structure, network configurations, performance parameters, etc.).
- The City will provide VPN & RDP access
- Data issues (e.g., accuracy, currency, completeness) that are present in the source data will be persisted into the target data unless resolved by the City of Perris prior to migration.

## 4. Pricing

GISinc proposes a time and materials price of **\$155,000** to complete the GIS Strategic Plan & Implementation for the City of Perris, CA.

You may indicate your acceptance of the above proposal with a signature from authorized personnel at the City of Perris, CA.

### **City of Perris, CA**

**Signature:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

#### Quotation Terms and Conditions

*This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Geographic Information Services, Inc. (GISinc).*



## Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Geographic Information Services, Inc ("GISinc") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

### 1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between GISinc and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that GISinc has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind GISinc in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

### 2. SCOPE OF SERVICES.

During the term of the Agreement, GISinc shall furnish the services in accordance with the SOW set forth in the proposal.

### 3. WORK PERFORMANCE.

GISinc agrees that all work performed hereunder shall be performed on a best effort basis by GISinc's staff having an appropriate experience and skill level, and in compliance with the SOW.

### 4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

### 5. CHANGES.

No changes, modification, amendment shall be binding upon GISinc unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and GISinc shall negotiate an equitable adjustment in the price and schedule to reflect the

appropriate change. GISinc shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to GISinc accordingly.

### 6. INVOICE AND PAYMENT.

Customer shall pay GISinc within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. GISinc will bill Customer monthly for all travel expenses and labor costs based on hours worked.

### 7. CANCELLATION.

Customer shall provide thirty (30) days written notice to GISinc prior to canceling an order. Customer will compensate GISinc for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

### 8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

### 9. INDEMNITY.

The parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any GISinc employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. GISinc's total liability to Customer for any reason shall not exceed the total amount paid to GISinc by Customer for the services provided under this Agreement.

GISinc's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

GISinc shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any GISinc provided product or framework or (2) the combination, operation or use of the GISinc provided product with software, hardware or other materials not furnished or authorized to be used by GISinc.

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

#### **10. WARRANTY.**

GISinc warrants that it will perform the services in good faith and in conformance with professional industry standards. All GISinc employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

GISinc warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

#### **11. LIMITATION OF LIABILITY.**

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, GISINC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. GISINC'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY GISINC FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

#### **12. FORCE MAJEURE.**

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

#### **13. SERVERABILITY.**

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

#### **14. GENERAL SERVICES ADMINISTRATION SCHEDULE**

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration ("GSA") Schedule entered by GISinc and the United States Government. GISinc's GSA Schedule number: GS-35F-0682R.

#### **15. GOVERNING LAW.**

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Alabama without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and

(iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

#### **16. DISPUTE RESOLUTION.**

Customer and GISinc shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to GISinc corporate headquarters.

#### **17. OTHER.**

This Agreement shall be governed by and constructed in accordance with the laws of the State of Alabama without regard to conflicts of laws provisions thereof.

Both GISinc and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and GISinc will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

**18. COMPLETE AGREEMENT.**

Customer acknowledges that it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and GISinc related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of GISinc.

# ATTACHMENT 2

Agiline CityView 360 Estimate



# Agiline Software Business Agility Delivered

## **Proposal** **City of Perris Zoning and GIS Interface**

November 20<sup>th</sup> 2019

IMPORTANT NOTE: THIS DOCUMENT CONTAINS DATA CLASSIFIED AS AGILINE SOFTWARE LLC CONFIDENTIAL. ITS CONTENTS MAY NOT BE DISCLOSED IN WHOLE OR IN PART, FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN PERMISSION OF AGILINE SOFTWARE LLC.

agiline  
SOFTWARE

760 S. Rochester Avenue, Suite A, Ontario, CA 91761 | 909.605.2729 | [info@agiline.com](mailto:info@agiline.com) | [www.agiline.com](http://www.agiline.com)

**Mr. Kenneth Phung  
City of Perris  
101 N. D Street  
Perris, CA 92570**

**Agiline appreciates the opportunity of working with the City of Perris on the implementation of the Zoning Management and GIS migration into Agiline's CityView360 software application.**

**Agiline has successfully deployed many solutions combining technical expertise, financial, analytics and custom interfaces. We are proud of our successes and confident in our ability to leverage our skills; apply our knowledge and experience and deliver reliable and comprehensive solutions.**

**Per your request, this document provides our interpretation of the scope and budget of the project.**

**Sincerely,**

**Fady Garabet  
General Manager  
Agiline Software**

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## INTRODUCTION

**Agiline Software LLC** is a Software Development Company providing consultation services, designs, coding, development and integration of custom business software solutions to govern and automate operations of business verticals for medium to large implementations in public and private entities. From simple data portability of legacy systems to stand-alone application design, or complex enterprise-based solutions, Agiline provides reliable, quality customized software application development and implementation. Agiline meets specific business needs and requirements with affordable custom software solutions.

Agiline Software LLC is the sole source of several software applications such as CityView360 and LEAFs.

“CITYVIEW360” is a comprehensive software solution for Business Intelligence, Data Analytics, Dashboarding, Key Performance Indicators and Geo Mapping. It allows for the interaction between multiple data source and generating consolidated reports and analysis. “CityView360” is highly configurable and allows for great flexibility in setup, usage and data consumption.

“LEAFS” (Law Enforcement Agencies Filing System) enables the compliant exchange of information between criminal justice partners such as law enforcement, reporting agencies, district attorneys and the court system. LEAFS is optimized to consolidate information at the District Attorney’s Office with starting points at an unlimited amount of law enforcement reporting agencies.

Agiline is a Microsoft partner with recognized competency in Application Development, Collaboration and Content. In addition to developing with Microsoft Technologies, Agiline has extensive experience with Java Technologies and other development stacks.

Every individual within our organization is accountable for ensuring quality and providing our customers with service that is complete. Our employees are personally committed to getting the job done regardless of the obstacles.

Our guiding principles are customer satisfaction and a strong focus on providing cost effective, reliable and leading edge technology to solve our customers’ business challenges.

Agiline partners with businesses of all types seeking optimization through the innovative application of technology.

**Agiline Software** is the “Right Size”


We are large enough to provide stability with a full range of resources, yet small enough to be flexible and responsive to your needs. Our flexibility insures that our delivery are always on time and on budget.

**Agiline Software** uses an Integrated Strategy for, Design and Development

The decade long experience in solution development allows us to improve and better integrate internal processes. With careful planning, project management, documentation, coding, testing and implementation, our solutions are fully integrated and scalable.

**Agiline Software** has Qualified Expertise

Expertise for us does not just mean technical expertise. With technical expertise at the core, we also pay due attention to project and risk management. This is the differentiator that has set us apart and



fortified our reputation year after year. Our team includes senior experienced program managers, designers, information architects, database administrators, developers, testers and engineers, who effectively address every aspect of the solution development cycle.

***Agiline Software*** focuses on Quality Assurance

Quality Assurance is the backbone of our operation at Agiline, be it during the development, release, or deployment process. Ensuring optimum quality has always been our way of life at Agiline. Our quality control system to ensure that the clients' requirements are precisely met and the project remains on time and budget. This has cemented credibility among our industry partners.

***Agiline Software*** is your Comprehensive Solution Partner

Our solutions are comprehensive. We follow the complete software development life cycle from business analysis to quality assurance and from deployment to post-launch maintenance. We own the complete responsibility of the process and provide our clients with comprehensive solutions. We maintain long term relationships with our customers far beyond delivery by offering several support packages.



<b>Company Legal Name</b>	<b>Agiline Software</b>
<b>Company Legal Status</b>	<b>Limited Liability Company</b>
<b>Business Address</b>	<b>760 S. Rochester Avenue, Suite A, Ontario, CA 91761</b>
<b>Website Address</b>	<b><a href="http://www.agiline.com">www.agiline.com</a></b>
<b>Telephone Number</b>	<b>(909) 605-2729</b>
<b>Facsimile Number</b>	<b>(909) 583-8222</b>
<b>Email Address</b>	<b><a href="mailto:info@agiline.com">info@agiline.com</a></b>
<b>No of Employees</b>	<b>25</b>

**a. COMPANY HISTORY**

- **Founded 2003 as the Software development branch of SigmaNet**
- **Agiline Software formally created as an independent entity in 2011**
- **US Headquarters: Management, Sales, Critical Development and Support; Ontario, CA**
- **India Operations: Documentation, Development, Testing, Support; Bangalore, Madurai.**

## **b. AREAS OF EXPERTISE**

- **Technology**
  - Custom software solution development
    - Requirements, coding, testing, deployment & support
  - Microsoft Software implementations
    - Configuration, training & support
    - Azure, SharePoint & MS SQL
  - Application development & augmentation
    - Products: CityView360, LEAFs, Incident Commander, Asset Manager...
    - Augmentation: People Soft, NetSuite, Accela, Tyler, Trakit, Munis
  - Web presence and digitization
  - Content management
    - Paper, electronic & DRM
  - System & data integration
    - xSQL, big data, desktop & media
- **Sectors**
  - Government
    - Counties, Cities, Agencies, Boards
    - Transportation, Planning, District Attorneys, Sherriff, Police, Emergency Dispatch
  - Healthcare
  - Manufacturing
  - Retail & Ecommerce
  - Education
- **Disciplines**
  - Business Intelligence
  - Analytics & Forecasting
  - Geocode and mapping
  - Financial Analysis and Reporting
  - Key Performance indicators and scorecards

## **c. CONTACT**

**Fady Garabet**

**General Manager**

**760 S. Rochester Avenue, Suite A, Ontario, CA 91761**

**909-259-9013**



## 2 LOCATIONS

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Agiline approaches each project by focusing on our core values: collaboration and achieving consensus among participants and stakeholders. In addition, we follow a well-established set of best practices designed to keep projects on time and within scope.

Agiline has executed similar projects with various governmental and public agencies. We use a collaborative design approach to innovation that integrates the needs of people, the possibilities of technology, and the requirements for business success. Because of our hands-on, team-based approach, we consider the usage of a collaborative design approach crucial to development projects.

Agiline manages performance and budgets by following our Systems Development Life Cycle (SDLC) Process to drive the decision-making processes that directly address technical, operational, and support objectives.

Our project management methodology covers the entire project from start-up to close-down with special focus on clarity, communication, and coordination as we transition between phases. We accomplish this through strict adherence to the methodology laid out in our schedule. These processes provide clear standards for managing and controlling activities, tasks, deliverables, work plans, budgets, staffing issues, and milestones for a given unit of work. Our approach and capabilities lead directly to our many successful implementations and set the stage for innovation and adaptability throughout the life of our contracts. Our approach delivers high-value service improved through previous experience from multiple past projects.

Agiline will manage the project according to the approved project management plan. Our project management plan provides a structured approach that integrates standard Project Management Institute's (PMI's), A Guide to the Project Management Body of Knowledge (PMBOK® Guide sixth edition) processes into and across the entire project implementation and operational life cycle. This integration supports the solution for the CNP Web Replacement project that reduces project risk and promotes the following:

- Sharing successful project management experiences
- Consistent use of repeatable processes and documentation across the project
- A common understanding of project responsibilities in the organization
- Greater assurance that critical tasks are being monitored and controlled
- Effective project management communication and reporting
- Ability to achieve planned project schedules
- Predictable project performance



### 3 REFERENCES & SERVICES

Client Name, Address and Phone Number	Time Frame	Description of Services
<p>City of Ontario 303 East "B" Street, Ontario, CA 91764 Elliott Ellsworth IT Director <a href="mailto:eellsworth@ontarioca.gov">eellsworth@ontarioca.gov</a> +1 (909)395-2000</p>	8/2018 – Present	<p>Implementation of Agiline CityView360 Build Project Management Monitoring Interface with different city applications Data Integration &amp; Normalization Build and Interpret Key Indicators Analysis and Financial Reporting</p>
<p>San Diego District Attorney 330 W. Broadway San Diego, CA 92101 Usama Sam George <a href="mailto:Usama.Georges@sdca.gov">Usama.Georges@sdca.gov</a> +1 (909) 466-1116 x 3055</p>	11/2017 – Present	<p>Implementation of Agiline LEAFs Electronic Data Submission Automated Data integration of incidents reported by different agencies in San Diego County Certification, Validation and processing of reports received from different sources in the county Management Workflow and Notifications Support Services</p>
<p>Kattan Manufacturing Inc. 550 South Hill St. Los Angeles, CA 90013 Uri Said <a href="mailto:URI@KattanJewelry.com">URI@KattanJewelry.com</a> <a href="mailto:usaid1@gmail.com">usaid1@gmail.com</a> +1 (213) 622-7149</p>	06/2010 – Present	<p>Implementation of Agiline Jewel accounting software Financial and accounting consulting: create different reports and models to accelerate processing of internal and 3rd party reports Business and Management consulting Automate Financial Reporting, Manufacturing process and daily transactional operation Support and Consulting services</p>
<p>Coachella Valley Water District (CVWD) 85-995 Avenue 52 Coachella, CA 92236 Colm Smith <a href="mailto:CSmith@cvwd.org">CSmith@cvwd.org</a> +1 (760) 272-9989</p>	12/2014 – Present	<p>SharePoint 2013 Deployment Intranet/Department Sites Centralized Project Portal Employee Central SharePoint Support Services</p>

## 4 PROJECT SCOPE

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Create all the GIS layers on the City's current "GIS" provider on GovClarity platform including Zoning Map, General Plan Map, Specific Plan Land Use Maps (*Harvest Landing, Parkwest, New Perris, Downtown, Green Valley, River Glen, etc*), and having the ability to track affordable housing sites within in the City, which is listed in the housing element.

Migrate zoning data to CityView360 platform, online zoning search and application data entry. Process zoning request and execute conditional workflow.

### 4.1 BUILDING CITYVIEW360 PLATFORM

Agiline will lead the effort for creating an instance of CityView360 on premise including the following steps:

- Server Installation
  - Microsoft Internet Information Service
  - Microsoft SQL Server
- Application installation and Configuration
  - Install CityView360 web server and batch processing servers
  - Configure application for security and connectivity with city data sources
- Setup and configure data warehouse
  - Connect to city data and mapping sources
  - Connect to 3<sup>rd</sup> party data and mapping sources
  - Build access rules for viewing, editing, saving, certification and data publishing

### 4.2 IMPLEMENTATION AND INTEGRATION

- Data Integration
  - Collect necessary information from required data sources including Accela city management software
  - Configure necessary connection to interface CityView360 with selected data sources
  - Integrate needed data from repository into CityView360
- GIS & Maps Data
  - Agiline will perform the integration of existing shape files into the GIS repository.
    - Integration source includes: DFIRM, DAM Inundation, FEMA Maps, Fire Areas, March ARB, Perris Valley Airport,
    - City Shape Files available from the county Assessor office.
  - Create mapping between Data sources and GIS elements
  - Configure reports, forms, graphs, analytical charts to present Data and GIS layers.

### 4.3 ONLINE WEB ZONING APPLICATION

- Choice of searching using online interactive maps or by address input
- Online Interactive Maps

- Capacity of adding or removing layers
- Layers include: current city zones, planned zone change, in process zone application
- Other layers or point of interests or markers can be added by the Planning Department
- Online application form
  - New application
    - Property and applicant information
    - Re-Zoning request
    - Submission
  - Search for existing application
    - Property and application details
    - Historical information

#### 4.4 ZONING AND PLANNING MANAGEMENT

- Configure internal collaboration and workflows
- Configure CityView360 Zoning and Planning Module
  - Integrate city zones codes
    - Ordinances, uses, intensity, conditional, regulations, restrictions, limitations, and fees
  - Manage (edit, update) city zones codes
  - Create and manage city base map for zone, planned rezoning and linked layers and features
- Rezoning Application Processing
  - Compliance review according to ordinances
  - Support for upload, link and view documents
  - Execute internal workflow
  - Fee calculations
- Generate customizable and configurable reports
- Mapping Interface (Base Maps, Layers, Features)
  - Capacity of creating simulation and variation for existing and planned parcels.
  - Community facing interfaces
  - Allow configuration to control access and visibility of specific layers, features
  - Allow for filtering, zooming, panning, printing and exporting data to desktop applications.

#### 4.5 TRAINING

- Agiline will train the city staff to access the application
- Agiline will train the city IT staff to manage and configure the CityView360 Modules

#### **4.6 SHAPE FILE CORRECTIONS AND UPDATES**

Agiline Software will assist the city to adjust, fix, correct and add new shapes to the master shape-files provided by the city. The city will be able to utilize CityView360 GIS interface to manage elements within the shape-files. All work done by Agiline GIS team to be billed against statement of work.

Agiline Shape-file Corrections and updates includes:

- **Create Inventory of projects to be migrated to GIS platform**
- **Collect existing PDF/Image files**
- **Collect and certify physical shape-files**
- **Perform data review for accuracy, standard and structure of shape-files**
- **Document elements of shape-files**
- **Add new, edit, update elements within the shape-files**
- **Link and cross reference shape-file elements to city own data base and other CityView360 modules**
- **Create cross reference list base on inventory and certify content with the City**
- **Convert cross reference into GIS data points.**
- **Assist city to develop additional tags for newly created GIS data points**
- **Integrate new layers into the GIS repository**
- **Create visualization interface using configurable dashboard**

## 5 COST ESTIMATE

Agiline Software LLC to provide the City of Perris the licenses for the following CityView360 modules:

- Zoning and Planning
- GIS and Mapping Interface
- Data warehousing

Also covered in this proposal:

- Implementation & Integration
- Training

Shape-file corrections and updates are billed against Statement of Work.

Mapping Subscription to 3<sup>rd</sup> party maps server are covered by existing subscription

GIS base maps subscription are covered directly with ESRI

### Cost

Scope	Charge	Grand Total
CityView360 Software license including above listed modules	\$135,000	
1 <sup>st</sup> year maintenance	\$27,0000	
Implementation & Integration	\$3,500	
Training	\$1,500	
Shape File Corrections and updates	\$10,000	
Contingency for additional requirements	\$8,000	
<b>Total Project and Contingencies</b>		<b>\$185,000</b>
Subscription to 3 <sup>rd</sup> party maps servers (FEMA/Census/tract map)	Pass through	
ESRI Base Maps	Pass through	

### 5.1.1 Payment terms

- 35% upon execution
- 35% upon delivery of sections: 4.1/4.2/4.3
- 30% on completion and delivery of sections: 4.4/4.5
- Section 4.5 according to SOW.

## 6 CONTACT DETAILS

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Agiline Software	City of Perris
<b>Fady Garabet</b> General Manager fady@agiline.com 909-259-9013	<b>Mr. Kenneth Phung</b> Planning Manager Kphung@cityofperris.org

## 7 APPROVAL

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To confirm your acceptance of this proposal and your authorization to proceed with this project, please sign in the space provided and return original to Agiline.

Agiline Software	Company	City of Perris
<hr/> <b>Fady Garabet</b> <hr/>	<b>Name</b>	<hr/>
<hr/> <b>General Manager</b> <hr/>	<b>Title</b>	<hr/>
<hr/>	<b>Signature</b>	<hr/>
<hr/>	<b>Date</b>	<hr/>

# ATTACHMENT 3

Service Agreement with Agiline CityView 360

## AGILINE SOFTWARE MASTER SERVICES AGREEMENT

### AGILINE SOFTWARE, LLC & CITY OF PERRIS

This **MASTER SERVICES AGREEMENT** (this "Agreement"), made and entered into this 5<sup>th</sup> of April, 2021, by and between City of Perris – 101 N. D St, Perris, CA 92570 (hereinafter "Customer"), and Agiline Software, LLC, (hereinafter "Agiline"), a California Limited Liability Partnership operating a principal place of business at 420 W. Baseline Rd, Suite B, Glendora CA 91740.

### Article 1

#### TERM AND TERMINATION

**1.1 Term.** This Agreement will become effective on the date first shown above and will continue in effect until terminated by either party.

**1.2 Termination of Engagement.** Either party may, at its sole option, terminate any engagement or any portion thereof, upon thirty (30) days' advance written notice, upon material default by the other party. Terminating party must specify the reason(s) for termination, and the other party shall have the right to cure the alleged default within the thirty (30) day period. Upon receipt or deliverance of such notice, Agiline shall advise Customer of the extent, to which performance has been completed through such date, and collect and deliver to Customer whatever work product then exists in the manner requested by Customer. Agiline shall be paid for all work performed through the date of termination, plus incurred costs for shutting down its activities under this Agreement. Such costs may include, but not be limited to, removal of equipment, software, applications, tools and personnel, and costs of settlement of any subcontracted work.

**1.3 Termination for Non-payment.** Agiline, may, at its discretion terminate any engagement, or cease performance under an engagement, in the event that an invoice submitted by Agiline is more than thirty (30) days past due.

**1.4 Termination for Insolvency** Each party hereto reserves the right to terminate this agreement should the other party file for, or have filed against it, a petition for bankruptcy under the Federal Bankruptcy Code and such filing or petition is not rescinded or dismissed within sixty (60) business days after such filing; or any of the following occurs: (1) such other party makes a general assignment for the benefit of creditors, (2) such other party becomes insolvent or becomes unable to pay its debts as they become due, or (3) a receiver, liquidating officer or trustee is appointed for substantially all of the assets of such other party.

**1.5 Credit Review and Approval by Agiline.** Execution of this Agreement is not a guarantee of open account terms. Agiline, at its discretion, may review information provided by Customer for determination of credit worthiness. At any time during this agreement, Agiline may review applicable credit information concerning Customer including Dun & Bradstreet reports, trade references and other commercially available information for the sole purpose of determining ongoing credit worthiness. If for any reason, Customer no longer meets the criteria established



for open account terms, notice will be given to Customer in writing of a change in terms. In the event of a change in open account terms, Agiline reserves the right to issue a stop work order for any projects or services in progress under this Master Services Agreement. Any invoices open for payment as well as any un-invoiced service charges will become due and payable immediately. Agiline reserves the right to report any outstanding receivables to commercial credit agencies in accordance with applicable law. In the event of non-payment, Agiline will utilize all applicable remedies for collecting said accounts receivable.

**1.6 Survival.** In the event of any termination of this Agreement, Articles 5, 6, 7, and 8.5 hereof shall survive and continue in effect.

## Article 2

### INDEPENDENT CONTRACTOR STATUS

**2.1 Intention of Parties.** It is the intention of the parties that Agiline, and its employees and agents, be an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Customer and either Agiline or any employee or agent of Agiline.

**2.2 Nonexclusive.** Agiline shall retain the right to perform work for others during the terms of this Agreement. Customer shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other contractors during the term of this Agreement.

## Article 3

### SERVICES TO BE PERFORMED BY AGILINE

**3.1 Engagement.** All work performed by Agiline shall be documented in a Statement of Work (SOW), signed by authorized representatives of both parties. Each engagement, or modification thereof, shall set forth, some or all of the following; the work to be done, the number of Agiline's personnel to be assigned to Customer's work, if applicable, expenses, including but not limited to travel and communications, the duration of each individual's assignment, and the fees for the work to be performed. Agiline shall have the right to accept or decline any proposed engagement.

**3.2 Method of Performing Services.** Agiline, in conjunction with its personnel, will determine the method, details, and means of performing the work to be carried out for Customer. Customer shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Customer may, however, require Agiline's personnel to observe at all times the security and safety policies of Customer. In addition, Customer shall be entitled to exercise a broad general power of supervision over the work performed by Agiline to ensure satisfactory performance. This power of supervision shall include the right, upon notice to Agiline's manager, to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of the engagement.

**3.3 Assignment of Personnel.** Customer may elect to screen any personnel Agiline assigns to perform Customer's work. If Customer determines that such personnel are not appropriate for the work based on their specific or general skills or their background and experience, Agiline shall promptly assign other qualified personnel.

**3.4 Scheduling.** Agiline will try to accommodate work schedule requests of Customer to the extent possible. Should any personnel of Agiline be unable to perform scheduled services because of illness, resignation, or other causes beyond Agiline's reasonable control, Agiline will attempt to replace such personnel within a reasonable time, but Agiline shall not be liable for failure if it is unable to do so, giving due regard to its other commitments and priorities.

**3.5 Reporting.** Customer will advise Agiline of the individuals to whom Agiline's project lead will report progress on day-to-day work. Customer and Agiline shall outline appropriate administrative procedures for performance of work at Customer's site. If so desired, Customer may periodically prepare an evaluation of the work performed by Agiline for quality control purposes.

**3.6 Place of Work.** Agiline's personnel may perform some work for Customer at Customer's premises.. Customer agrees to provide working space and facilities, and any other equipment, services and materials Agiline or its personnel may reasonably request in order to perform their work. Customer recognizes that there may be a need to train Agiline's personnel in the unique procedures used at Customer's location. When Customer determines that such training is necessary, Customer shall, unless otherwise agreed in writing, pay Agiline for its personnel's training time.

**3.7 Work Stop Provision.** In the event of a material change to the service including Customer delay, or any condition that prevents Agiline from performing services as contracted for 10 consecutive business days; Agiline reserves the right to issue a Work Stop Notice. Services will not resume until the noticed condition for the Work Stop Notice is rectified. Customer will be given 30 consecutive calendar days to cure the Work Stop condition. If the Work Stop condition is not resolved in 30 days, Agiline reserves the right to cancel the applicable Statement of Work and/or Services and bill for services rendered to date.

**3.8 Representations and Warranties.** Agiline represents and warrants that: (i) it has the power and authority to enter into this Agreement; (ii) the Work Product (as defined herein) and Customer's use thereof in accordance with this Agreement, shall not infringe or otherwise misappropriate the intellectual property or other proprietary rights of any third-party; (iii) it, and its personnel, shall provide the services under this Agreement and any SOW or engagement in a professional and workmanlike manner in accordance with prevailing industry standards and practices for similar services; and (iv) it, and its personnel, shall comply with all applicable laws while providing services to, and creating any Work Product for, Customer under this Agreement or any applicable SOW or engagement.

## Article 4

### COMPENSATION

**4.1 Rates.** The current schedule of fees for work performed by Agiline shall be set forth as part of each engagement. Unless otherwise stated, Agiline reserves the right to change such schedule for any engagement upon at least thirty (30) days' advance notice or at any time for any new engagement or modified portion of an existing engagement. If Customer does not agree to such new schedule of fees, it may terminate this Agreement, or any applicable SOW or engagement, upon 30 days' written notice to Agiline.

**4.2 Estimates.** Estimates of total fees for projects may be provided in a Statement of Work or Proposal, but Agiline does not guarantee such estimates. Agiline will, however, notify Customer as soon as possible if it will exceed the estimate, and Customer may then terminate the project and pay only for services actually rendered if Customer so chooses.

**4.3 Invoices.** Agiline shall submit invoices to Customer for the services furnished and other expenses incurred hereunder that are pre-approved in writing by Customer. Each invoice will provide a breakdown and distribution of charges by name of individual and expense items.

**4.4 Date for Payment of Compensation.** Customer shall pay all undisputed amounts in each invoice in full within 30 days of receipt. Undisputed amounts in each invoice become past due thirty (30) days after receipt. All undisputed past due invoices shall bear interest at one half percent (1/2%) per month.

## Article 5

### TREATMENT OF AGILINE'S PERSONNEL

**5.1 Compensation of Agiline's Personnel.** Agiline shall bear sole responsibility for payment of compensation to its personnel. Agiline shall pay and report, for all personnel assigned to Customer's work, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Agiline. Agiline shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such personnel may be entitled. Agiline agrees to defend, indemnify, and hold harmless Customer, Customer's officers, directors, employees and agents, and the administrators of Customer's benefit plans, from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance, or benefit matters; provided that Customer shall (1) promptly notify Agiline of each such claim when and as it comes to Customer's attention; (2) reasonably cooperate with Agiline in the defense and resolution of such claim; and (3) permit Agiline to select counsel and control such defense; and (4) not settle or otherwise dispose of such claim without Agiline's prior written consent, such consent not to be unreasonably withheld.

**5.2 Workers' Compensation.** Notwithstanding any other workers' compensation or insurance policies maintained by Customer, Agiline shall procure and maintain workers' compensation

coverage sufficient to meet the statutory requirements of every state in which Agiline's personnel are engaged in Customer's work.

**5.3 Agiline's Agreements with Personnel.** Agiline shall obtain and maintain in effect written agreements with each of its personnel who participate in any of Customer's work under any engagement. Such agreements shall contain terms sufficient for Agiline to comply with all provisions of this Agreement, and shall confirm that such personnel shall have no status as employees of Customer and no claim under any Customer benefit plan.

**5.4 State and Federal Taxes.** As neither Agiline nor its personnel are Customer's employees, Customer shall not take any action or provide Agiline's personnel with any benefits or commitments inconsistent with any of such undertakings by Agiline. In particular:

- (A) Customer will not withhold FICA (Social Security) from Agiline's payments.
- (B) Customer will not make state or federal unemployment insurance contributions on behalf of Agiline or its personnel.
- (C) Customer will not withhold state and federal income tax from payment to Agiline.
- (D) Customer will not make disability insurance contributions on behalf of Agiline.
- (E) Customer will not obtain workers' compensation insurance on behalf of Agiline or its personnel.

## Article 6

### INTELLECTUAL PROPERTY RIGHTS

**6.1 Confidentiality of Customer Data.** Agiline shall maintain in strict confidence, and shall use and disclose only as authorized by Customer, all information of a competitively sensitive or proprietary nature of customer's that it receives in connection with the work performed for Customer pursuant to each engagement, and Customer is and shall remain the exclusive owner of all such information. Agiline shall require its personnel to agree to do likewise. Customer shall take reasonable steps to identify for the benefit of Agiline and its personnel any information of a competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by Customer generally without restriction; (3) information independently developed or acquired by Agiline or its personnel without reliance in any way on other protected information of Customer; or (4) information approved for the use and disclosure of Agiline or its personnel without restriction. Notwithstanding the foregoing restrictions, Agiline and its personnel may use and disclose any information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for it or them to protect their interest in this Agreement, but in each case only after Customer has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

**6.2 Confidentiality of Agiline Data.** Customer shall maintain in strict confidence, and shall use and disclose only as authorized by Agiline, all information of a competitively sensitive or

proprietary nature of Agiline that it receives from Agiline in connection with Agiline's performance of work for Customer pursuant to each engagement. Customer shall require its personnel to agree to do likewise. Agiline shall take reasonable steps to identify for the benefit of Customer and its personnel any information of a competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by Agiline generally without restriction; (3) information independently developed or acquired by Customer or its personnel without reliance in any way on other protected information of Agiline; or (4) information approved for the use and disclosure of Customer or its personnel without restriction. Notwithstanding the foregoing restrictions, Customer and its personnel may use and disclose any information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for it or them to protect their interest in this Agreement, but in each case only after Agiline has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

**6.3 Ownership of Work Product.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Agiline or its personnel during the course of performing Customer's work (collectively, the "Work Product") shall belong exclusively to Customer and shall, to the extent possible, be considered a work made for hire for Customer within the meaning of Title 17 of the United States Code. Agiline automatically assigns, and does hereby assign, and shall cause its personnel automatically to assign, at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest it or they may have in such Work Product, including any copyrights or other intellectual property rights pertaining thereto. Upon request of Customer, Agiline shall take such further actions, and shall cause its personnel to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

**6.4 Residual Rights of Personnel.** Notwithstanding anything to the contrary herein, Agiline and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of Customer and without any unauthorized use or disclosure of Work Product.

## Article 7

### HIRING OF Agiline PERSONNEL

**7.1 No Hiring Without Prior Consent.** During the term of this Agreement, and for a period of one (1) year following the termination of this Agreement, Customer shall not do the following without the prior written consent of Agiline directly or indirectly solicit, recruit or hire any of Agiline's employees or contractors Customer became aware of as a result of performing services under this Agreement. The foregoing restrictions shall not apply to the hiring of any person responding to a solicitation published to the general public (e.g. through newspaper, internet, etc.).



## Article 8

### INJUNCTIVE RELIEF

**8.1** Each party hereto acknowledges and agrees that the other party would suffer irreparable harm in the event that such party violates certain provisions of this Agreement, including the provisions concerning non-solicitation, proprietary rights, confidentiality and other obligations agreed to by such party herein. Therefore, each party hereto agrees that in the event of any such violation by such party, the other party shall have the absolute right to seek relief by specific enforcement of the terms and provisions of this Agreement, including requesting a court of competent jurisdiction to grant injunctive relief, restraining orders or any other orders or relief available to protect the rights of such party. Neither party need file a request for arbitration in order to seek such relief in a court of competent jurisdiction.

## Article 9

### LIMITATIONS

**9.1 Disclaimer.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AGILINE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.2 Total Liability.** The parties hereto agree that each party's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for services under the applicable Service Schedule.

**9.3 Force Majeure.** Neither party shall be liable to the other party for any failure or delay caused by events beyond such party's control, including, without limitation, Acts of God, war, terrorism, Customer's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes (other than with respect to such party's own personnel), accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures.

**9.4 No Liability for Customer's Instructions.** Agiline and its personnel shall not be liable for any damage or expenses resulting from actions or omissions of Agiline or its personnel, undertaken in good faith, in reliance upon Customer's written instructions or directions.

**9.5 Remedies.** The rights and remedies herein specified shall be in addition to any and all other rights and remedies available to either party at law or in equity, including without limitation all of the rights and remedies provided by the Uniform Commercial Code. The prevailing party in any dispute arising out of this Agreement shall be entitled to reimbursement from the non-



Agiline Software, LLC  
420 W. Baseline Rd #B  
Glendora, CA 91740

prevailing party of all costs and expenses incurred by prevailing party, including without limitation, reasonable attorneys' fees, in such dispute.

**9.6 Indemnification.** Agiline shall defend, indemnify, and hold harmless Customer and its officers, directors, stockholders, employees, and agents from and against all claims, damages, losses, and expenses (including reasonable attorneys' fees and costs) arising out of any claim (i) alleging that the services provided under this Agreement or any SOW or engagement, or any Work Product infringes or misappropriates the intellectual property or other proprietary rights of any third party; (ii) in connection with Agiline's provision of any services under this Agreement or any SOW or engagement; (iii) Agiline's or its personnel's violation of any applicable laws; (iv) Agiline's or its personnel's material breach of this Agreement; or (v) Agiline's or its personnel's gross negligence, willful misconduct, or fraud.

## Article 10

### GENERAL PROVISIONS

**10.1 Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested; facsimile or other electronic transmission (including email); or delivery by recognized overnight delivery service, with the recipient's signature required. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change such address by written notice in accordance with this paragraph. Notices will be deemed communicated as of actual receipt except that mailed notices will be deemed communicated as of two days after mailing.

**10.2 Insurance.** To the extent that Agiline's personnel may perform work at Customer's premises, Agiline shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least \$1 million combined single limit for personal injury and property damage for each occurrence.

**10.3 Entire Agreement of the Parties.** This Agreement, and any SOW, supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Agiline for Customer and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

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

**10.5 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, except for California's conflict of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement or breach hereof shall be the federal or state courts located in the State of California, in San Bernardino County.

**10.6 Good Faith Dealings.** Agiline and Customer agree that we have entered into this agreement in good faith and have a common interest in preventing any misunderstandings or differences that may arise between us from becoming claims against one another. With the intent of avoiding this, we agree that we shall make good faith efforts to identify in advance and discuss the potential causes of disputes that may arise during the performance of our professional services projects. We the parties agree that we shall make good faith efforts to jointly review the progress of the work on a regular (daily, weekly, etc.) basis. We the parties agree to promptly bring attention to and resolve any miscommunications or dissatisfactions which we become aware of that may prevent the completion of any project or the material breach of this MSA or SOW.



**10.7 Arbitration.** Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**10.8 Arbitration Confidentiality.** Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

**10.9 Negotiation.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be submitted to mediation (10.10) before resorting to arbitration (10.7). Written notice shall be given by either party to the other to indicate the commencement of the negotiation period.

**10.10 Mediation.** If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration.

**10.11 Attorney Fees.** The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorneys' fees.

**10.12 Successors.** This Agreement shall inure to the benefit of, and be binding upon, Agiline and Customer, and their successors and assigns.

**10.13 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**10.14 Headings.** Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not, in any way, define or affect the meaning, construction or scope of any of the provisions hereof.

**10.15 No Third Party Beneficiary.** Except as expressly provided herein, this Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity shall have any right of action hereon, right to claim any right or benefit from the terms contained herein, or deemed a third party beneficiary hereunder.

**10.16 No Waiver.** No delay or failure on the part of Agiline in exercising any right, power or privilege under this Agreement or under any other documents or instruments given in connection

with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any event of default hereunder or any acquiescence therein. NO waiver shall be valid against Agiline unless made in writing and signed by Agiline, and then only to the extent expressly specified therein.

**10.17 Advice of Counsel.** By executing this Agreement, Customer acknowledges that it has been given/has had the opportunity to have been advised by independent counsel as to the ramifications of the terms and provisions of this Agreement, and the signatory has authority to act on behalf of the entity in executing this Agreement, for the purposes herein contained.

**10.18 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute a single agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and date set forth below:

**AGILINE SOFTWARE, LLC. :**

**CLIENT:**

*Fady Garabet*  
\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Fady Garabet  
\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

General Manager  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

5/3/2021  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

# ATTACHMENT 4

SB2 Grant Executed Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
STANDARD AGREEMENT  
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER  
19-PGP-13880

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME  
City of Perris

2. The term of this Agreement is:

START DATE  
Upon HCD Approval  
THROUGH END DATE  
12/31/2022

3. The maximum amount of this Agreement is:  
\$306,380.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	8
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Perris

CONTRACTOR BUSINESS ADDRESS  
101 North D Street

CITY  
Perris

STATE  
CA  
ZIP  
92570

PRINTED NAME OF PERSON SIGNING

RICHARD BELMUDEZ

CONTRACTOR AUTHORIZED SIGNATURE



TITLE

CITY MANAGER

DATE SIGNED

4/7/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS  
2020 W. El Camino Ave., Suite 130

CITY  
Sacramento

STATE  
CA  
ZIP  
95833

PRINTED NAME OF PERSON SIGNING  
Synthia Rhinehart

TITLE

Contracts Manager,  
Business & Contract Services Branch

DATE SIGNED

5/13/2020

CONTRACTING AGENCY AUTHORIZED SIGNATURE



California Department of General Services Approval (or exemption, if applicable)

EXHIBIT A

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

1. **Authority**

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

2. **Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

3. **Definitions**

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

4. **Scope of Work**

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

5. **Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

**EXHIBIT A**

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**2. Grant and Reimbursement Limit**

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$306,360.

**3. Grant Timelines**

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

**EXHIBIT B**

**4. Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

**5. Performance**

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.



**EXHIBIT B**

**6. Fiscal Administration**

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
  - 2) A Request for Funds on a form provided by the Department; and
  - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

**EXHIBIT B**

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
  - 2) Dates and times of project work;
  - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
  - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

**EXHIBIT B**

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
  - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

**EXHIBIT D**

**PGP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

**EXHIBIT D**

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

**EXHIBIT D**

2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final.

E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

F. The following shall each constitute a breach of this Agreement:

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any

**EXHIBIT D**

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
- 2) Revoke existing PGP award(s) to the Grantee;
- 3) Require the return of unexpended PGP funds disbursed under this Agreement;
- 4) Require repayment of PGP Funds disbursed and expended under this agreement;
- 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
- 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

**5. Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

**6. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be



**EXHIBIT D**

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

**7. Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

**8. Third-Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

**9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program



**EXHIBIT D**

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

**10. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

**11. Changes in Terms/Amendments**

This Agreement may only be amended or modified by mutual written agreement of both parties.

**12. State-Owned Data**

- A. Definitions

**EXHIBIT D**

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

**B. Ownership of Work Product and Rights**

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

**EXHIBIT D**

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

**13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 11, 2021

**SUBJECT:** A Resolution of the City Council of the City of Perris, County of Riverside, State of California, approving the Amendment of the City's Classification and Compensation Plan to include Three (3) Updated City Class Specifications.

**REQUESTED ACTION:** To adopt the Resolution Number (next in order) approving the Amendment of the City's Classification and Compensation Plan to include Three (3) Updated City Class Specifications.

**CONTACT:** Saida Amozgar, Director of Administrative Services *CA*

#### **BACKGROUND/DISCUSSION:**

California Government Code Section 36505 requires that the City Council approve the Classification and Compensation Plan for all employees by means of a Resolution. Pursuant to the City of Perris Personnel Rule 6.0, the Interim City Manager shall ascertain and record the duties and responsibilities of all positions in the classified service and shall recommend a classification plan for these positions to the City Council and that the classification plan shall be adopted by the City Council and may be amended from time to time as necessary. The current classification plan was previously adopted by the City Council by Resolution Number 5178 on September 26, 2017. Subsequently, amendments to the City's Classification and Compensation Plan have been approved and adopted by the City Council on March 27, 2018, September 25, 2018, and December 8, 2020.

Since the last amendment, and as a result of recently implemented organization structural changes, there are three (3) classifications requiring updated duties and essential functions in their class specifications, which are the Operations Supervisor, Public Information Officer and Public Works Crew Leader classifications. The class specification revisions do not warrant any compensation changes. The updated class specifications have been presented to and approved by the City's Human Resources Sub Committee ("HR Sub Committee"). The draft Resolution is attached hereto as "Attachment 1." The draft updated class specifications are attached to the Resolution as "Exhibits A - C," and incorporated hereto by this reference.

These three (3) class specifications were updated by the City's Administrative Services Department with the assistance of consulting firm, Koff & Associates, Inc. Thus, staff believes the updated class specifications and unchanged salaries meet industry standards and are internally aligned and equitable.

Class specifications for represented bargaining unit classifications are a matter within the scope of bargaining subject to meet and confer under the provisions of the Meyers-Millias-Brown Act ("MMBA") (Government Code Section 3500 et seq.). The City has met and conferred with Teamsters Local 911 on the updated class specifications and reached agreement and thereby met its obligations under law regarding implementation of the updated class specifications.

Staff respectfully recommends that the City Council adopt the Resolution approving the amendment of the City's Classification and Compensation Plan to include three (3) updated City Class Specifications.

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**BUDGET (or FISCAL) IMPACT:**

There is no impact to the fiscal budget(s).

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Prepared by: Michelle Clay, Principal Management Analyst

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Finance Director \_\_\_\_\_



**Attachment 1:**

Resolution Number (Next in Order), including Exhibits A-C Classification Specifications

Consent: May 11, 2021

Public Hearing:

Business Item:

Presentation:

Other:

## Attachment 1

Resolution Number (Next in Order)

**RESOLUTION NUMBER \_\_\_\_**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE THREE (3) UPDATED CITY CLASSIFICATION SPECIFICATIONS***

***WHEREAS***, Section 36505 of the California Government Code requires that the City Council approve the Classification and Compensation Plan for all employees by means of a resolution; and

***WHEREAS***, Rule 6.0 of the City of Perris Personnel Rules and Regulations provides that the Interim City Manager shall ascertain and record the duties and responsibilities of all positions in the classified service and shall recommend a classification plan for these positions to the City Council and that the classification plan shall be adopted by the City Council and may be amended as necessary; and

***WHEREAS***, on September 26, 2017, the City Council, by Resolution No. 5178, adopted the recommendations contained in the Classification and Compensation Study, authorized the City Manager to implement the recommendations, and approved the implementation of the City of Perris Salary Range Placement Schedules, which set forth updated Classification and Compensation Allocations for all City employees; and

***WHEREAS***, amendments to the City's Classification and Compensation Plan were adopted by the City Council on March 27, 2018 via Resolution No. 5246, on September 25, 2018 via Resolution No. 5367, and on December 20, 2020 via Resolution No. 5739; and

***WHEREAS***, the Interim City Manager has recommended implementation of another amendment to the City's Classification and Compensation Plan with three (3) updated classifications, Operations Supervisor, Public Information Officer, and Public Works Crew Leader, all without change to the schedule of compensation to said positions; and

***WHEREAS***, the three (3) updated classifications and the respective unchanged salaries were created by the City's Administrative Services Department with the assistance of a personnel consulting firm, Koff & Associates, Inc., which confirmed that the class specifications and current salaries meet industry standards and are internally aligned and equitable; and

***WHEREAS***, the City has completed meet and confer with Teamsters Local 911 Union, as the employee organization representing the affected job title classifications, and reached agreement regarding the proposed actions herein, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.).

***NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:***

**Section 1.** The City Council finds the above recitals are true and correct and incorporated herein by this reference.

**Section 2.** The City Council hereby adopts the following three (3) updated classifications specifications: Operations Supervisor, Public Information Officer, and Public Works Crew Leader. The updated job descriptions for aforementioned classifications are attached hereto as Exhibits “A – C.”

**Section 3.** This resolution shall be effective on May 11, 2021. The City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 11<sup>th</sup> day of May 2021.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar



*RESOLUTION NUMBER* \_\_\_\_\_

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 11<sup>th</sup> day of May, 2021, and that it was so adopted by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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City Clerk, Nancy Salazar

Exhibit A – Operations Supervisor Classification Specification

Exhibit B – Public Information Officer Classification Specification

Exhibit C – Public Works Crew Leader Classification Specification

**Exhibits A-C to the Resolution**

**See Attached Classification Specifications**

## Exhibit "A"



# Operations Supervisor Class Specification

**FLSA Designation: Exempt**  
**Effective: 03/2018**  
**Revised: 03/2021**

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### **DEFINITION**

Under general direction, plans, schedules, assigns, and reviews the work of staff responsible for fleet, streets and facilities maintenance within the Public Works Department; supervises, plans, and coordinates the maintenance and repair of City vehicles, equipment, buildings, streets and facilities; coordinates, monitors, and provides technical input for assigned fleet, streets and facilities maintenance, and related projects and programs; provides responsible technical assistance to the Public Works Manager; performs a variety of technical tasks relative to the assigned functional area; and performs related duties, as required.

### **SUPERVISION EXERCISED**

Exercises direct supervision over fleet, streets and facilities maintenance.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Plans, prioritizes, assigns, coordinates, supervises, and reviews the work of staff responsible for providing fleet, streets and facilities maintenance.

Plans and lays out fleet, streets and facilities maintenance operations projects; prepares time, material, and equipment estimates for assigned jobs; requisitions materials as required; monitors and controls supplies and equipment; orders supplies and tools as necessary.

Determines and recommends equipment, materials, and staffing needs for assigned facilities, projects, and programs; participates in annual budget preparation; prepares detailed cost estimates with appropriate justifications, as required.

Participates in the selection of public works fleet, streets and facilities maintenance staff; provides or coordinates staff training including in the areas of work methods, techniques, and the use and operation of equipment.

Evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion.

Trains staff in work and safety procedures and in the operation and use of equipment and

supplies; implements procedures and standards.

Inspects and verifies work in progress and completed work of assigned employees for accuracy, proper work methods and techniques, and compliance with applicable standards and specifications.

Supervises the use and operation of tools, equipment, and vehicles; ensures that tools, equipment, and vehicles are safely operated, maintained, and secured when not in use; schedules the service, repair, and replacement of tools, equipment, and vehicles.

Prepares necessary records and reports; prepares project status reports; maintains records of public works projects, activities, and materials used; supervises the maintenance of time, material, and equipment use records; analyzes workflow for efficiency.

Provides staff assistance to the Public Works Manager; prepares and presents staff reports and other necessary correspondence; supervises the preparation and maintenance of related reports, records, and files; ensures the proper documentation of activities.

Responds to and resolves difficult inquires and complaints from the public.

Coordinates assigned services and activities with those of other departments, outside agencies, and the general public.

May directly perform the most difficult maintenance and repair duties, as necessary or as assigned.

#### **OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

#### **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

##### **Knowledge of:**

Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.

Principles and practices of a fleet, streets and facilities maintenance, repair, and construction program.

Principles, practices, equipment, tools, and materials of facilities, streets and vehicle maintenance and repair.

Basic principles and practices of budget and capital improvement program development, administration, and accountability.

Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.

Safety principles, practices, and procedures of facilities maintenance and repair, including related equipment and materials.

Principles and procedures of record keeping and reporting.

The operation and maintenance of a variety of hand and power tools, vehicles, and power equipment.

Modern office practices, methods, and computer equipment and applications.

English usage, grammar, spelling, vocabulary, and punctuation.

Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

**Skill to:**

Operate modern office equipment including computer equipment and software programs.

Operate a motor vehicle safely.

**Ability to:**

Supervise, train, plan, organize, schedule, assign, review, and evaluate the work of assigned staff.

Identify problems, research and analyze relevant information, and develop and present recommendations and justification for solution.

Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.

Organize, implement, and direct fleet, streets, facilities maintenance and operations activities.

Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local policies, procedures, laws, and regulations.

Assist in preparing and administering budgets; prepare clear and concise reports, correspondence, procedures, and other written materials.

Establish and maintain a variety of manual and computerized files, record-keeping, and project management systems.

Make sound, independent decisions within established policy and procedural guidelines.

Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.

Use English effectively to communicate in person, over the telephone, and in writing.

Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

**Minimum Qualifications:**

**Experience:**

Four (4) years of progressively responsible public works facilities, fleet, and streets maintenance experience including two (2) years of lead supervisory experience.

**Training:**

Bachelor's degree from an accredited college or university with major course work in public works construction, engineering, business administration, or a related field.

**License or Certificate:**

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

**Special Requirements:**

*Essential duties require the following physical skills and work environment:*

Ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, climb, push, pull, and lift up to 50 lbs.; exposure to heat, noise, outdoors, vibration, chemicals, explosive materials, mechanical hazards, and electrical hazards; ability to travel to different sites and locations; availability for irregular work schedule, shift work, on-call, and emergency call.

**Effective Date:** March 2021

## Exhibit "B"



# Public Information Officer Class Specification

**FLSA Designation: Non-Exempt**  
**Effective: 09/2017**  
**Revised: 03/2021**

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### **DEFINITION**

Under general direction, to serve as the City's coordinator of public and community information including working with television, radio and print and digital media to convey news, information, events, meetings, and other services to City staff and the community; and to provide professional and technical assistance to higher level management.

### **SUPERVISION EXERCISED**

Exercises no supervision.

### **CLASS CHARACTERISTICS**

This is a journey-level professional and confidential class that exercises independent judgment on public information and community outreach activities with accountability and ongoing decision-making responsibilities associated with the work. Incumbents are responsible for providing technical support to management in a variety of areas. Performance of the work requires the use of independence, initiative, and discretion within established guidelines.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Develop, direct, oversee, and implement a comprehensive public relations program utilizing various forms of media; oversee distribution of information to the public; represent the City and City officials on designated occasions.

Oversee and develop the City's public education efforts through development and execution of specific public information, public education, and community relations programs, events, and procedures.

Initiate and write press releases, public service announcements, articles, speeches and position papers on City activities, programs, and policies; determine methods of presentation and distribution; write, edit, publish, and disseminate newsletters and other informational publications.

Produce brochures and promotional material; write scripts and narrate videos for posting to our websites and digital media; write applications and submit photos for various municipal needs.

Represent the City at regional meetings of Public Information Officers to discuss ongoing challenges facing municipalities in reaching out to the public, including crisis communications.



Represent the City at regional awards ceremonies, as assigned.

Serve on committees responsible for planning and executing the City's major public outreach annual or one-time events.

Attend meetings of the Council, boards, commissions, and committees as required.

Promote City-sponsored community events, activities and programs; act as a liaison to citizens, schools, and community groups in providing information and promoting a positive image of the City; schedule and provide public tours of the City.

Maintains files, databases, and records related to public information and community outreach; prepares a variety of written reports, memoranda, and correspondence.

Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.

Give informational talks to special groups including elementary and high school students.

Prepare the public information response plan for emergency and disaster situations.

Work with City departments in preparation and dissemination of news items.

Photograph City events for distribution with City related press releases and feature stories.

Prepare and present information before the City Council, boards, commissions, and other community groups and stakeholders, as assigned.

Respond to reporter questions and inquiries.

Review daily and weekly newspapers, and digital media for City related stories.

Serve on assigned committees, community groups, and task forces.

Communicate effectively with county, regional, state, and national representatives to gather, process and disseminate information of significance to Perris residents.

#### **OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

#### **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

##### **Knowledge of:**

Principles and practices of municipal government.

Principles, practices, techniques, and methods of gathering, preparing, and disseminating public information, both written and digital, and through the spoken word.

Principles and practices of journalism, public relations, and mass communications.

Associated Press style print guidelines and broadcast standard style writing.

Ethical principles and practices related to the field of journalism.

Principles and practices of photography.

Promotional public relations activities.

Applicable federal, state, and local laws, regulations, ordinances, policies, and procedures relevant to marketing and communications programs, projects, and operations.

Organization and function of public agencies, including the role of elected officials and appointed boards and commissions, and the collective bargaining process.

Modern office administrative practices and procedures, including the use of standard office equipment.

English usage, grammar, spelling, vocabulary, and punctuation.

Techniques for providing a high level of customer service by effectively dealing with individuals of various ages, various socioeconomic and ethnic groups.

Safe driving principles and practices.

**Skill to:**

Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.

**Ability to:**

Perform responsible, difficult, and confidential administrative work involving the use of independent judgment and personal initiative.

Develop and coordinate a multitude of communicative programs with City-wide and organizational impact.

Plan, organize, and carry out assignments with minimal supervision and direction.

Perform intensive research and analysis.

Write, edit, and publish a community newsletter.

Interpret and apply Federal, State, City and departmental laws, policies, procedures, and regulations.

Maintain confidentiality and discretion in handling and processing confidential information and data related to the collective bargaining process.

Speak effectively before large groups.

Perform various reviews and evaluations to determine program compliance.

Work effectively with non-profit organizations.

Work independently in the absence of supervision.

Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

Use English effectively to communicate in person, over the telephone, and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted during work.

**Minimum Qualifications:**

**Experience:**

Five (5) years of increasingly responsible experience in journalism, communications, and/or public relations.

**Training:**

Bachelor's degree from an accredited college or university with major course work in journalism, marketing, communications, public relations, English, or a related field.

**License or Certificate:**

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

**Special Requirements:**

*Essential duties require the following physical skills and work environment:*

Ability to work in a standard office environment; ability to travel to different sites and locations.

**Effective Date:** March 2021

Exhibit "C"



## **Public Works Crew Leader Class Specification**

**FLSA Designation: Non-Exempt  
Effective: 09/2017  
Revised: 03/2021**

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### **DEFINITION**

Under direction, to lead, oversee, and participate in the more complex and difficult work of staff responsible for providing street, parks, facility, and landscaping maintenance, repair, and construction services; and to perform a variety of technical tasks relative to assigned areas of responsibility.

### **SUPERVISION EXERCISED**

Exercises technical and functional supervision over lower level staff.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Lead, plan, and review the work of staff responsible for providing street, parks, facility, and landscape maintenance, repair, and construction services;

Estimate time, material, and equipment required for assigned jobs; requisition materials as required; order parts as necessary and ensure parts ordered are received in a timely fashion.

Analyze, evaluate and prepare Risk Management reports concerning streets, parks, sidewalks, and public spaces to provide complete investigation reports for insurance claims, including general liability and bodily injuries on a regular basis.

Provide oversight and management of construction projects by contractors and staff, weekly, including such activities as the installation of playground equipment, street stripping, building construction projects, and sidewalk and road repairs.

Interpret and explain technical information to internal staff and external professionals in the implementations of M.U.T.C.D standards and rules pertaining to sign allocations and installations.

Supervise the use and operation of a variety of vehicles, tools, and equipment used in maintenance, repair, and construction including mower, edger, weed eater, blower, paint sprayer, grader, jackhammer, water pump, power washer, sewer jetter, and water truck.

Train assigned employees in work methods, techniques, and the use and operation of equipment, and safety operations.

Verify work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable work standards; ensure adherence to safe work practices and procedures.

Ensure the adherence with applicable standards and specifications; maintain cleanliness of work area and tools.

Perform the full range of duties in the assigned area of work, such as performing all types of work that is done by the crew, assisting in the set-up and removal of equipment needed for special events, performing welding as needed, and performing semi-skilled and skilled manual work in the maintenance, repair, and construction of City streets; work to grade, scrape, and level surfaces in preparation for road paving; assist in the repair of curbs, gutters, and manholes and the paving of streets and alleys, using pneumatic tools, asphalt rakes, and other hand tools.

Perform semi-skilled and skilled manual work in the maintenance, repair, and construction of City streets; grade, scrape, and level surfaces in preparation for road paving; assist in the repair of curbs, gutters, and manholes and the paving of streets and alleys using pneumatic tools, asphalt rakes, and other hand tools.

Remove and replace road surface material and debris; load, transport, and unload stones, gravel, dirt, supplies, and equipment as required.

Install, repair, and clean storm drains, catch basins, and culverts.

Break up concrete or asphalt, build and set forms, and mix and pour cement for curbs, gutters, drains, culverts, sidewalks, and sidewalk ramps.

Fill, patch, and resurface holes, cracks, and service laterals.

Place traffic control and warning signs; serve as a flagman; set up and remove traffic control, including barricades and K-Rails.

Install, replace, and maintain street signs; paint intersections, curbs, and street markings.

Perform preventative maintenance procedures and minor maintenance and adjustments on equipment used.

Assist in the set-up and removal of equipment needed for special events.

Perform welding as needed.

Perform the full range of turf maintenance duties; water, mow, weed, trim, aerate, renovate and fertilize turf as assigned or necessary.

Perform the full range of shrub and flower bed maintenance; plant, water, fertilize, and maintain landscaped areas including bushes, trees, flowers and shrubs; control weeds as assigned or necessary.

Trim and prune bushes, trees, and shrubs to provide clearance of sidewalks and signs, as well as to ensure the continued health of the bush, tree, or shrub.

*City of Perris*  
*Public Works Crew Leader (Continued)*

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Perform a variety of duties in the maintenance of the irrigation system; change and adjust heads; maintain controllers; assist in irrigation system installation and maintenance projects as assigned or necessary.

Maintain play equipment, picnic tables, and other related parks equipment and facilities; install and repair playground equipment, fences, and other related parks equipment and facilities as assigned or necessary.

Assist in pest control measures; measure, mix, and apply chemicals to trees, shrubs, grass and flowers to control weeds, insects, and plant diseases as assigned or necessary.

Assist in the removal of fallen trees, stumps, fallen limbs, and related debris resulting from storm damage and general conditions.

Paint park buildings; remove graffiti in parks and in other areas as assigned or necessary.

Perform maintenance on athletic fields as assigned or necessary.

Identify maintenance needs and safety hazards; report needs to appropriate staff.

Rake leaves and clear debris from walks, fields, and other facilities; pick up trash.

Clean and maintain rest rooms; stock rest rooms with necessary supplies; repair toilets, urinals and faucets.

Strip, wax, and buff facility floors.

Maintain and repair City facilities, equipment, and buildings by performing a variety of skilled and semi-skilled work including carpentry, electrical, painting, plumbing, heating and air conditioning, mechanical repair, and playground equipment maintenance.

Repair and replace plumbing fixtures including sinks, toilets, faucets, and pipes.

Perform carpentry work including the construction, installation, remodeling, and repairing of cabinets, partitions, walls, windows, doors, roofs, foundations, and other carpentry work.

Troubleshoot and repair electrical problems; repair or replace switches, outlets, breakers, fuses, and wiring; replace light fixtures and ballasts.

Identify equipment needs for each assigned project.

Assist in the construction of various projects; assist in the maintenance of roads and parking lots; perform traffic control.

**OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

**JOB RELATED AND ESSENTIAL QUALIFICATIONS**

**Knowledge of:**

Operations, services, and activities of street, parks, facilities and landscape maintenance, repair, and construction program.

Principles of lead supervision and training.

Methods and techniques of street, parks, facilities and landscape maintenance, repair and construction.

Operational characteristics of street, parks, facilities and landscape maintenance, repair, and construction equipment and tools.

Methods, techniques and tools used in the construction and maintenance of parks, landscaped areas, and related facilities.

Principles and practices of irrigation systems installation and maintenance as assigned or necessary.

Maintenance and repair principles and concepts of facility carpentry, electrical, painting, and plumbing.

Watering requirements for lawns, trees and plants and various types of soil as assigned or necessary.

Occupational hazards and standard safety practices necessary in street, parks, facilities and landscape maintenance work.

Principles and procedures of record keeping and reporting.

Safe driving principles and practices.

**Skill to:**

Operate a variety of vehicles, tools, and equipment used in maintenance, repair, and construction including mower, edger, weed eater, blower, paint sprayer, grader, jackhammer, water pump, power washer, sewer jetter, and water truck.

Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.

**Ability to:**

Plan, organize, and review the work of street, parks, facilities and landscape maintenance staff.

Provide lead supervision and training to assigned staff.

Independently perform the most difficult street, parks, facilities and landscape maintenance, repair, and construction work.

Read, interpret, and apply a wide variety of technical information from manuals, drawings, specifications, layouts, blueprints, and schematics.

Interpret and apply the policies, procedures, laws, and regulations pertaining to street, parks, facilities and landscape maintenance programs and functions.

Perform cement and masonry work.

Perform minor repairs and adjustments to equipment and tools.

Work independently in the absence of supervision.

Understand and follow verbal and written instructions.

Communicate clearly and concisely, both verbally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted during work.

**Minimum Qualifications:**

**Experience:**

Seven years of increasingly responsible journey level experience in street, parks, facilities or landscape maintenance, repair, and construction and equipment operation work.

**Training:**

Equivalent to a high school diploma supplemented by specialized training in construction technology.

**License or Certificate:**

Possession of, or ability to obtain within one year of hire, a valid California Class A Commercial Driver's License with air brakes and tanker, passenger and other endorsements as may be required and insurability at regular rates for the City's automobile insurance.

Possession of, or ability to obtain, Pest Certificate and Playground Equipment Certificate.

**Special Requirements:**

*Essential duties require the following physical skills and work environment:*



*City of Perris*  
*Public Works Crew Leader (Continued)*

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Ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, climb, push, pull, and lift up to 60 lbs.; exposure to heat, noise, outdoors, vibration, chemicals, explosive materials, mechanical hazards, and electrical hazards; ability to travel to different sites and locations; availability for irregular work schedule, shift work, on-call, stand-by, and emergency call.

**Effective Date:** March 2021



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** May 11, 2021

**SUBJECT:** Check Register for March 2021

**REQUESTED ACTION:** Approve the City's Monthly Check Register for March 2021

**CONTACT:** Ernie Reyna, Director of Finance *ER*

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**BACKGROUND / DISCUSSION:**

The check register for the month of March 2021 is presented for City Council approval.

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**BUDGET (or FISCAL) IMPACT:**

None.

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**Prepared by:** Stephen Ajobiewe, Finance Manager

**REVIEWED BY:**

Assistant City Manager  
Director of Finance

A handwritten signature in black ink, appearing to be "SAR", is written over the text "Assistant City Manager" and "Director of Finance".

**Attachment:** Check Register – March 31, 2021

**Consent Item:** X

**ATTACHMENT : CHECK REGISTER – MARCH 31, 2021**

**CITY OF PERRIS  
CHECK REGISTER  
March 31, 2021**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
144714	03/03/2021	BILL & DAVE'S LDSC MAINTENANCE	PARKS LANDSCAPE MAINTENANCE, JAN 2021	33,822.59
144715	03/03/2021	DENNIS GRUBB & ASSOCIATES	PLAN REVIEW SERVICES	700.00
144716	03/03/2021	HOME DEPOT CREDIT SERVICES	CITY HALL/FINANCE MATERIALS/GRAFFITI ABATEMENT/JANITORIAL	1,365.47
144717	03/03/2021	INTERWEST CONSULTING GROUP, INC.	COPPER CREEK/FOSS FIELD PROP 68 GRANT SERVICES	9,870.95
144718	03/03/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	400.92
144719	03/03/2021	LEILANI CONSTRUCTION INC.	REDLANDS AVE/CITRUS AVE	3,000.00
144720	03/03/2021	NIELSEN MERKSAMER PARRINELLO	LOBBYIST SERVICES	15,000.00
144721	03/03/2021	RK ENGINEERING GROUP INC	PERRIS TRUCK YARD/RIDER NORTH: TRAFFIC STUDY	3,620.00
144722	03/03/2021	WEST COAST ARBORISTS, INC	CITY HALL & FOSS FIELD 11/19-11/25/2020	20,035.40
144723	03/04/2021	4IMPRINT, INC.	PROP 68 INCENTIVES ROUND 4/GROW PERRIS	136.99
144724	03/04/2021	ADAME LANDSCAPE, INC.	LMD 1-2020-01NE NOVEMBER 2020	22,946.56
144725	03/04/2021	AMAZON CAPITAL SERVICES	HP COLOR WIRELESS PRINTER/FLIGHT EMERGENCY LIGHT BARS/TONER/ETC	1,949.39
144726	03/04/2021	ANDERSON ELECTRIC	MAINT/REPAIRS: CITY HALL/COUNCIL CHAMBERS/SAN JACINTO/D ST	5,895.00
144727	03/04/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	1,990.66
144728	03/04/2021	BDL ALARMS, INC.	SENIOR CENTER: MONTHLY FIRE ALARM	70.00
144729	03/04/2021	CINTAS	SUPPLIES FOR FACILITIES: VARIOUS LOCATIONS	530.75
144730	03/04/2021	CINTAS	CITY YARD: FIRST AID KIT SUPPLIES	171.16
144731	03/04/2021	COMMUNITY WORKS DESIGN GROUP	FOSS FIELD PROP 68/ENCHANTED HILLS PARK PROJECT	29,010.49
144732	03/04/2021	CR&R	1093 HARLEY KNOX BLVD; 40-YARD CONTAINER	68.38
144733	03/04/2021	CR&R	215 W METZ RD; DUMPSTER	82.52
144734	03/04/2021	DAN'S FEED AND SEED INC.	PARKS SUPPLIES	45.23
144735	03/04/2021	COUNTY OF RIVERSIDE	DEPT OF ENVIRONMENTAL HEALTH: FIRE STATION #90	1,707.00
144736	03/04/2021	DEPT OF TRANSPORTATION	COOP: I 215 & HARLEY KNOX BLVD PROJECT, DEC 2020	27,952.53
144737	03/04/2021	DIVERSIFIED DISTRIBUTION	OIL, COOLANT, FUEL INJECTOR CLEANER	618.75
144738	03/04/2021	DOVERSPIKE & ASSOC. INC.	NARRATIVE APPRAISAL REPORT: 467 E 7TH ST	4,500.00
144739	03/04/2021	PREM DURAIRAJ	GROW PERRIS USDA, PERIS FARM: "MASTER DESIGN"	10,750.00
144740	03/04/2021	EASTERN MUNICIPAL WATER DISTRICT	1/11-2/08/2021	1,572.04
144741	03/04/2021	EWING IRRIGATION PRODUCTS, INC.	ROTARY PARK/MAY RANCH/METZ RD/PARKS TOOLS	5,492.49
144742	03/04/2021	FAMILY SERVICE ASSOC	"MORE THAN A MEAL" PROGRAM	2,324.31
144743	03/04/2021	FEDERAL EXPRESS CORP	2/08/2021	8.90
144744	03/04/2021	FLO-SERVICES, INC.	4TH STREET SEWAGE PUMP STATION	5,722.36
144745	03/04/2021	GENERAL MASTRIX CONSTRUCTION,	EOC BUILDING ROOF REPAIRS	4,555.00
144746	03/04/2021	GOLDSTAR ASPHALT PRODUCTS	(50) TEMP. BAGGED ASPHALT 60LB	565.69
144747	03/04/2021	GORM, INC.	GRAY ROLL LINERS	289.86
144748	03/04/2021	EVERETT HAMBLY IV	CITY YEARLY APPLE DEVELOPMENT: 1 YR MEMBERSHIP	109.15
144749	03/04/2021	HAULAWAY STORAGE CONTAINERS, INC	1093 HARLEY KNOX : 20FT CONTAINER	165.20
144750	03/04/2021	LISET HERNANDEZ	CARPET CLEANER RENTAL	62.97

**CITY OF PERRIS  
CHECK REGISTER  
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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
144751	03/04/2021	HORIZONS CONSTRUCTION	CIVIC CENTER IMPROVEMENTS PERIOD TO 11/03/2020	111,751.11
144752	03/04/2021	VISUAL EDGE, INC.	PRINTING SERVICES: PUB HEALTH/CS DEPT	214.67
144753	03/04/2021	INFRAMARK LLC	WATER SYSTEM: OPERATIONS/MAINTENANCE JAN-FEB 2021	99,703.46
144754	03/04/2021	INLAND ROAD SERVICE & TIRE	SERVICE CALL: R4 NEW TIRES	1,330.53
144755	03/04/2021	JIM ROGERS' LOCK & KEY	PARKS: DUPLICATE KEYS	36.21
144756	03/04/2021	LAWN TECH	PARKS TOOLS AND EQUIPMENT	530.43
144757	03/04/2021	MAC TOOLS DISTRIBUTOR	PARKS DIVISION EQUIPMENT	402.36
144758	03/04/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	3,850.27
144759	03/04/2021	PERRIS CAR WASH	CS DEPT VEHICLES OCT-JAN 2021	72.96
144760	03/04/2021	POSTER COMPLIANCE CENTER	LABOR LAW POSTER: 1 YR RENEWAL	439.30
144761	03/04/2021	PROIMPRINT.COM, INC.	GROW PERRIS : PROMOTIONAL SUPPLIES	344.79
144762	03/04/2021	RIGHTWAY	PORTABLE TOILET SERVICES	924.43
144763	03/04/2021	ROW TRAFFIC SAFETY, INC	SIGNAGE: NO DUMPING & NO COMMERCIAL VEHICLE	1,268.76
144764	03/04/2021	SC FUELS	FUEL CARDS	3,562.91
144765	03/04/2021	SOUTHERN CALIFORNIA EDISON	BZ 12/28-1/28/2021	10,351.20
144766	03/04/2021	SS MINI STORAGE	CAL FRESH & HR STORAGE UNIT RENTAL 4/01-9/30/2021	1,314.00
144767	03/04/2021	TalentZok	TEMP STAFF SERVICES	1,540.86
144768	03/04/2021	COUNTY OF RIVERSIDE	TRAFFIC SIGNAL: NUEVO/EVANS MAINTENANCE	783.65
144769	03/04/2021	TOTALPLAN INC.	PUB WORKS FRONT OFFICE-OPT A ADDITION	985.17
144770	03/04/2021	TRANSPORT GRAPHICS	PHONE NUMBER FOR WINDOW	28.82
144771	03/04/2021	TRULY NOLEN BRANCH 064	PUBLIC WORKS: INSPECTED ALL EXTERIOR BAITS	82.00
144772	03/04/2021	U. S. POSTAL SERVICE	REPLENISH POSTAGE: BULK PERMIT 134	4,000.00
144773	03/04/2021	UNIFIRST CORPORATION	PARKS DIVISION UNIFORM MAINT	149.48
144774	03/04/2021	WALTERS WHOLESAL ELECTRIC CO	D STREET DECORATIVE STREETLIGHTS/PW YARD ELECTRICAL REPAIRS	394.42
144775	03/04/2021	WINZER CORPORATION	COVID: ATOMIZER BACKPACK/VARIOUS SUPPLIES FOR STREETS MAINT	574.05
144776	03/04/2021	XEROX FINANCIAL SERVICES	LEASE PUB WORKS 2/12-3/11/21	328.28
144777	03/11/2021	ALESHIRE & WYNDER, LLP	LEGAL SERVICES JAN 31, 2021	78,068.06
144778	03/11/2021	BILL & DAVE'S LDSC MAINTENANCE	PARKS LANDSCAPE MAINTENANCE, JAN 2021	6,828.01
144779	03/11/2021	DENNIS GRUBB & ASSOCIATES	PLAN REVIEW SERVICES	4,410.00
144780	03/11/2021	FLOWATER, INC.	DRINKING WATER DISPENSER	540.49
144781	03/11/2021	HOME DEPOT CREDIT SERVICES	PARKK MAINTENANCE/FACILITY MAINTENANCE SUPPLIES	3,896.74
144782	03/11/2021	INTERWEST CONSULTING GROUP, INC.	VARIOUS ENGINEERING PROJECTS	250,905.53
144783	03/11/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	815.54
144784	03/11/2021	LA GARE CAFE	AGENDA PREP MEETING, CATERING 2/05-2/23/21	166.86
144785	03/11/2021	LAURA SOSA	FITNESS INSTRUCTOR; DISTANCE LEARNING 2/01-2/26/2021	1,925.00
144786	03/11/2021	WATER EDUCATION SERVICES, INC	PROFESSIONAL SERVICES: WATER & SEWER SYSTEMS	4,180.00
144787	03/11/2021	AMAZON CAPITAL SERVICES	DIY EARLY CHILDHOOD PRGM/SENIOR CTR/VACCINATION SITE/GROW PERRIS	2,719.70

**CITY OF PERRIS  
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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
144788	03/11/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	6,898.35
144789	03/11/2021	BANNER BANK	RETENTION RELEASE TO ESCROW ACCOUNT: LOS ANGELES ENGINEERING #4	37,079.10
144790	03/11/2021	CINTAS	FACILITIES SUPPLIES VARIOUS LOCATIONS	1,198.21
144791	03/11/2021	CORPORATE PAYMENT SYSTEMS	BUSINESS MEALS/FUELD DECEMBER 2020	220.64
144792	03/11/2021	CR&R ENVIRONMENTAL SERVICES	SOLID WASTE FEES, FEB 2021	74,846.75
144793	03/11/2021	CR&R	TRASH FEES COLLECTED BY EMWD, JAN 2021	323,073.61
144794	03/11/2021	DEGUIRE WEED ABATEMENT	TRASH/DEBRIS REMOVAL APN302-020-028/BOARD UP 2213 WILSON AVE	807.86
144795	03/11/2021	e IMPACT	DATA DASHBOARD, 1 YR SUBSCRIPTION	6,000.00
144796	03/11/2021	EASTERN MUNICIPAL WATER DISTRICT	BZ67 OLEANDER AVE 1/27-2/24/2021	29.90
144797	03/11/2021	ESGIL, LLC	PLAN REVIEW SERVICES	92,451.63
144798	03/11/2021	EWING IRRIGATION PRODUCTS, INC.	PARKS: TOOLS STOCK SUPPLY	210.41
144799	03/11/2021	FEDERAL EXPRESS CORP	1/27-2/19/2021	787.89
144800	03/11/2021	FIRST SECURITY FINANCE, INC.	SOLAR : LOAN PAYMENT MAR-APRIL 2021	2,563.82
144801	03/11/2021	SOCAL GAS	COVID19: UTILITY ASSISTANCE PROGRAM	61.75
144802	03/11/2021	SOUTHERN CALIFORNIA EDISON	COVID19: UTILITY ASSISTANCE PROGRAM	49.02
144803	03/11/2021	EASTERN MUNICIPAL WATER DIST	COVID19: UTILITY ASSISTANCE PROGRAM	113.47
144804	03/11/2021	FRONTIER	PHONE: WATER/ANIMAL CTRL FEB-MAR 2021	188.47
144805	03/11/2021	CITY OF PERRIS	COVID19: UTILITY ASSISTANCE PROGRAM	900.00
144806	03/11/2021	GRAINGER	PARKS SUPPLIES	2,131.18
144807	03/11/2021	HELIX ENVIRONMENTAL PLANNING	SAN JACINTO RIVER TRAIL	617.50
144808	03/11/2021	HINDERLITER DeLLAMAS & ASSOCIATES	SALES TAX AUDIT SERVICES QTR 3, 2020	14,320.17
144809	03/11/2021	HIRSCH & ASSOCIATES INC	MORGAN PARK PHASE II	10,375.00
144810	03/11/2021	HORIZONS CONSTRUCTION	COPPER CREEK PARK	215,601.21
144811	03/11/2021	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERNG SERVICES, FEB 2021	559.00
144812	03/11/2021	JIM ROGERS' LOCK & KEY	PARKS: DUPLICATE KEYS	159.26
144813	03/11/2021	LAWLER'S TRIPLE L TOWING	SHERIFF TOWING SERVICES DATE IN 2/07/2021	266.00
144814	03/11/2021	JERI LEE	ZUMBA FOR KIDS/ADAPTIVE ZUMBA 2/03-2/24/2021	600.00
144815	03/11/2021	MICHAEL LUCAS	PUB WORKS: REIMBURSEMENT	103.30
144816	03/11/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	13,313.54
144817	03/11/2021	MUNICIPAL CODE CORPORATION	PRINT & PUBLISHING SERVICES	1,075.00
144818	03/11/2021	P&P UNIFORMS RIV	CODE ENFORCEMENT STAFF: POLOS	241.31
144819	03/11/2021	ARMANDO PANCHI	EDUCATION REIMBURSEMENT FY20-21	2,000.00
144820	03/11/2021	PBM SUPPLY & MFG. INC.	PUBLIC WORKS; SKID SPRAYER PACKAGE	6,821.41
144821	03/11/2021	PITNEY BOWES GLOBAL FINANCIAL	MAILER SOFTWARE LEASE 12/20-3/19/2021	838.77
144822	03/11/2021	PRO HAIR SALON	COVID19: BUSINESS ASSISTANCE PROGRAM	10,000.00
144823	03/11/2021	PRO NAILS	COVID19: BUSINESS ASSISTANCE PROGRAM	10,000.00
144824	03/11/2021	RIGHTWAY	PORTABLE TOILET SERVICES	1,808.46

**CITY OF PERRIS  
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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
144825	03/11/2021	S & S WORLDWIDE, INC.	MATERIALS FOR VETERAN'S DAY & MEMORIAL DAY	439.31
144826	03/11/2021	SC FUELS	FUEL CARDS	3,214.63
144827	03/11/2021	SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNAL 1/08-2/08/2021	6,682.11
144828	03/11/2021	SHRED-IT C/O STERICYCLE, INC.	SHREDDING SERVICES (FINANCE DEPT) JAN-FEB 2021	677.96
144829	03/11/2021	SS MINI STORAGE	HR/ADMIN STORAGE RENT 3/01-8/31/2021	984.50
144830	03/11/2021	STATER BROS MARKETS	COMMUNITY SERVICES EVENTS/CLEANING SUPPLIES/ETC	853.82
144831	03/11/2021	TalentZok	TEMP STAFF SERVICES	1,054.00
144832	03/11/2021	SPECTRUM BUSINESS	400 S "D" STREET 2/20-3/19/2021	378.92
144833	03/11/2021	ZONE FITNESS	COVID19: BUSINESS ASSISTANCE PROGRAM	10,000.00
144834	03/11/2021	TRULY NOLEN BRANCH 064	PEST CONTROL SERVICES, RODENT	600.00
144835	03/11/2021	TYLER TECHNOLOGIES, INC.	UTILITY BILLING APP IMPLEMENTATION, FEB 2021	2,960.00
144836	03/11/2021	UNIFIRST CORPORATION	MAT CLEANING SERVICES	219.96
144837	03/11/2021	VOYAGER FLEET	FUEL CARDS	668.60
144838	03/11/2021	WALTERS WHOLESALE ELECTRIC CO	SUPPLIES FOR STREET LIGHTS, CITY HALL	3,037.69
144839	03/18/2021	IGNACIO ALVAREZ	VISION REIMBURSEMENT	850.00
144840	03/18/2021	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	635.00
144841	03/18/2021	CREATIVE PRINTING	OFFICE SUPPLIES	32.33
144842	03/18/2021	FLOWATER, INC.	DRINKING WATER DISPENSER	308.80
144843	03/18/2021	INTERWEST CONSULTING GROUP, INC.	TR 36648 P8-1296	186.00
144844	03/18/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	149.98
144845	03/18/2021	LA GARE CAFE	CATERING SERVICE	43.33
144846	03/18/2021	LEILANI CONSTRUCTION INC.	PAWS PARK/PARAGON/FOURTH STREET/C ST DEMO	11,800.00
144847	03/18/2021	LYONS SECURITY SERVICE INC.	SECURITY OFFICER FOR CITY HALL	4,107.42
144848	03/18/2021	MAMCO INC.	GOET RD WIDENING APP 3 1/29/2021	1,107,677.14
144849	03/18/2021	DANIKA NELSON	UNIFORM REIMBURSEMENT	172.36
144850	03/18/2021	DAVID OSORIO	MARIACHI INSTRUCTOR 2/01-2/23/21	1,062.50
144851	03/18/2021	SALVADOR OSORIO	MARIACHI INSTRUCTOR 2/01-2/23/21	1,062.50
144852	03/18/2021	PACIFIC CODE COMPLIANCE	INTERIM BLD OFFICIAL & INTERIM BLD INSPECTOR SERVICES	29,685.30
144853	03/18/2021	COUNTY OF RIVERSIDE	FIRE PROTECTION SERVICES 1ST QTR JULY-SEPT 2020	1,092,661.77
144854	03/18/2021	WILLDAN FINANCIAL SERVICES	SPECIAL TAX ANNEXATIONS/CDIAC PREP & FILING SB 1029	23,400.00
144855	03/19/2021	ADAME LANDSCAPE, INC.	IRRIGATION REPAIRS	305.28
144856	03/19/2021	ADLERHORST INTERNATIONAL LLC	K-9 SUPPLIES	298.91
144857	03/19/2021	ALMA'S BEAUTY SALON	COVID19: BUSINESS ASSISTANCE PROGRAM	10,000.00
144858	03/19/2021	AMAZON WEB SERVICES, INC.	CLOUD STORAGE SERVICES, JAN-FEB 2021	583.58
144859	03/19/2021	AMAZON CAPITAL SERVICES	COMPUTER SUPPLIES FOR VARIOUS DEPT	2,606.17
144860	03/19/2021	ANDERSON ELECTRIC	REPAIRS/MAINT AT VARIOUS LOCATIONS	2,870.00
144861	03/19/2021	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES 8/01-8/31/2020	11,765.46

**CITY OF PERRIS  
CHECK REGISTER  
March 31, 2021**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
144862	03/19/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	11,724.76
144863	03/19/2021	AUTO AIDE TOWING	CODE ENFORCEMENT: TOWING SERVICES	61,076.70
144864	03/19/2021	AUTO ZONE COMMERCIAL	OIL FILTER/ AIR FILTERS	86.12
144865	03/19/2021	BAY ALARM COMPANY	MONITORING ALARM; VARIOUS LOCATIONS	13,943.92
144866	03/19/2021	BLADES GROUP, LLC	ROCK ASPHALT, 50LBS	5,580.00
144867	03/19/2021	KERRI CALVILLO	VISION REIMBURSEMENT	426.95
144868	03/19/2021	CINTAS	FACILITIES SUPPLIES VARIOUS LOCATIONS	664.41
144869	03/19/2021	COMMUNITY WORKS DESIGN GROUP	ENCHANTED HILLS PARK PROJECT	7,728.39
144870	03/19/2021	CR&R	HWY 74 & BELLANO LANE; 40 YARD CONTAINER	2,966.46
144871	03/19/2021	DAN'S FEED AND SEED INC.	PARKS EQUIPMENT	64.60
144872	03/19/2021	DANIEL SULLIVAN	PERMIT REFUND	157.57
144873	03/19/2021	DELL MARKETING LP	PC FOR FINANCE DEPT & ACM	1,793.55
144874	03/19/2021	EARTHCHEM INDUSTRIAL SUPPLY, LLC	LATEX GLOVES	1,355.11
144875	03/19/2021	EASTERN MUNICIPAL WATER DISTRICT	1/21-2/24/2021	143,774.33
144876	03/19/2021	KARINA ESPINOZA	REIMB: TRIPOD, LED LIGHT, CLEANING WIPES, ETC	284.47
144877	03/19/2021	FAST 5 PERRIS 8, LLC	PARKS FLEET SVCS DEC-JAN 2021	152.10
144878	03/19/2021	FIELDMAN, ROLAPP & ASSOCIATES	PROFESSIONAL SERVICES	2,852.79
144879	03/19/2021	FLO-SERVICES, INC.	7TH ST PUMP STATION, 2/23/2021	5,246.35
144880	03/19/2021	GORM, INC.	(8) CASES, GRAY ROLL LINERS	289.86
144881	03/19/2021	GUARANTEED JANITORIAL-SERVICE	COVID19: CLEANING OF PARKS RESTROOMS, PLAYGROUNDS	20,913.20
144882	03/19/2021	HABITAT FOR HUMANITY INLAND VALLEY	CDBG SENIOR HOME REPAIR PROGRAM 7/01/19- 6/30/2020	15,000.00
144883	03/19/2021	STEPHEN HALE	REIMB: BREAKFAST FOR PSA FILMING	86.30
144884	03/19/2021	HERNANDEZ LANDSCAPE CO, INC	LANDSCAPE MAINT MAY-JUNE 2021	22,950.00
144885	03/19/2021	HINDERLITER DeLLAMAS & ASSOCIATES	CANNABIS MANAGEMENT PROGRAM, JAN 2021	24,500.00
144886	03/19/2021	IMPERIAL SPRINKLER SUPPLY	SUPPLIES FOR VARIOUS CITY PARKS	1,047.68
144887	03/19/2021	INFRAMARK LLC	WATER SYSTEM: OPERATIONS/MAINTENANCE JAN21 & SEWER SVCS	104,451.71
144888	03/19/2021	INLAND AUTO EQUIPMENT	NEW AMMCO BRAKE LATHE W/ E KIT TOOLS SET/SIGN INSTALL SUPPLIES	13,804.76
144889	03/19/2021	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERING SERVICES, MAR 2021	470.00
144890	03/19/2021	INLAND ROAD SERVICE & TIRE	TIRE, SERVICE CALL, FUEL CHARGE	1,891.81
144891	03/19/2021	INTERMEDIA.NET INC.	OFFICE 365 LICENSES JAN-FEB 2021	6,629.80
144892	03/19/2021	IRON MOUNTAIN	FILE STORAGE 3/01-3/31/21	1,556.02
144893	03/19/2021	JOHNSON EQUIPMENT CO.	EMERGENCY STOP LIGHTS EQUIPMENT	3,193.75
144894	03/19/2021	KH METALS AND SUPPLY	MATERIALS & SUPPLIES USED FOR FIELD REPAIRS	229.03
144895	03/19/2021	LAWN TECH	EQUIPMENT MAINTENANCE	144.91
144896	03/19/2021	PAUL LOPEZ	VISION REIMBURSEMENT	214.00
144897	03/19/2021	MARTINEZ, FRANCISCO	WATER DEPOSIT REFUND	5.66
144898	03/19/2021	OMEGA INDUSTRIAL SUPPLY, INC.	COVID19: DISINFECTANT SUPPLIES	940.79



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144899	03/19/2021	P & R JANITORIAL SERVICES	COVID19: BUSINESS ASSISTANCE PROGRAM	10,000.00
144900	03/19/2021	PARTNERS FOR BETTER HEALTH	GROW PERRIS; PUBLIC HEALTH DEPT	2,000.00
144901	03/19/2021	THE PUN GROUP, LLP	PROGRESS BILLING #3 AUDIT YEAR END, JUNE 2020	20,000.00
144902	03/19/2021	QUINN COMPANY	BACKHOE RENTAL EQUIPMENT	1,926.75
144903	03/19/2021	ARCENIO RAMIREZ	VISION REIMBURSEMENT	850.00
144904	03/19/2021	RANCHO VET TACK & FEED SUPPLY	K-9 FEED	93.50
144905	03/19/2021	RANCHO VET TACK & FEED SUPPLY	K-9 FEED	93.50
144906	03/19/2021	RENE'S COMMERCIAL MANAGEMENT	PW PESTICIDE TRAINING	100.00
144907	03/19/2021	RIVERSIDE RUBBER STAMP & ENGRAVING	OFFICE SUPPLIES, CM'S OFFICE	21.22
144908	03/19/2021	RIVERSIDE COUNTY SHERIFF'S DEPT	SART EXAMS, EXTRA DUTY, CONTRACT LAW ENFORCEMENT JAN21	1,485,923.17
144909	03/19/2021	COUNTY OF RIVERSIDE	SHERIFF: FLEET FUEL DEC-JAN 2021	899.58
144910	03/19/2021	ROTARY CLUB OF PERRIS	MEMBERSHIP DUES, 3RD QTR	137.50
144911	03/19/2021	ROW TRAFFIC SAFETY, INC	OBJECT MARKER/STREET SIGNS & HARDWARE	2,167.26
144912	03/19/2021	SAFETY-KLEEN SYSTEMS, INC.	BRAKE CLEANER, DRUM OPEN HEAD	931.75
144913	03/19/2021	SOUTHERN CALIFORNIA EDISON	101 N D ST 11/24-12/24/2020	4,843.65
144914	03/19/2021	SOUTHERN CALIFORNIA EDISON	101 N D ST 12/24-1/26/2021	5,145.71
144915	03/19/2021	SECRETARY OF STATE	NOTARY APPLICATION FILING FEE	40.00
144916	03/19/2021	SOCAL GAS	1/27-2/26/2021	984.36
144917	03/19/2021	SPARKLETTS	BOTTLED WATER SERVICES	110.99
144918	03/19/2021	STATEWIDE EMERGENCY SERVICES	1045 DAVIDS RD; SEWER PROJECT	3,733.96
144919	03/19/2021	STEVE LEMON AIR CONDITIONING	CESAR E CHAVEZ LIBRARY; INTSTALL BOILER UNITS	2,000.00
144920	03/19/2021	SUNSTATE EQUIPMENT CO	EQUIPMENT RENTAL	352.65
144921	03/19/2021	TalentZok	TEMP STAFF SERVICES	1,054.00
144922	03/19/2021	TEXAS A&M AGRILIFE EXTENSION	GROW PERRIS JUNIOR MASTER GARDEN	340.79
144923	03/19/2021	THE JUICE PLUS+ COMPANY, LLC	PERRIS GREEN CITY FARM AEROPONIC SUPPLIES	266.06
144924	03/19/2021	SPECTRUM BUSINESS	INTERNET SVCS: CITY WIDE INTERNET	4,164.48
144925	03/19/2021	TRULY NOLEN BRANCH 064	100 N D STREET; INSPECTED 6 RODENT BOXES	70.00
144926	03/19/2021	TYLER TECHNOLOGIES, INC.	MUNIS APPLICATION SERVICES 4/01-6/30/2021	48,191.66
144927	03/19/2021	UNIFIRST CORPORATION	MAT CLEANING SERVICES	204.81
144928	03/19/2021	VISTA PAINT CORPORATION	GRAFFITI ABATEMENT SUPPLIES	1,534.03
144929	03/19/2021	WEST TOW, INC.	TOWING SERVICES TO PERRIS STATION (EVIDENCE)	260.00
144930	03/19/2021	WINZER CORPORATION	PUB WORKS; MAINTENANCE SUPPLIES	95.56
144931	03/19/2021	XEROX FINANCIAL SERVICES	LEASE CONTRACT #020-93941-001 1/30-2/27/21	6,129.34
144932	03/22/2021	MAMCO INC.	GOETZ/NUOVO ROAD WIDENING PROJECT	1,668,022.56
144933	03/24/2021	BILL & DAVE'S LDSC MAINTENANCE	VARIOUS IRRIGATION REPAIRS	51,214.93
144934	03/24/2021	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	350.00
144935	03/24/2021	INTERWEST CONSULTING GROUP, INC.	VARIOUS ENGINEERING PROJECTS	153,328.31

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144936	03/24/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	189.88
144937	03/24/2021	LEILANI CONSTRUCTION INC.	BUILDING & SAFETY: EMERGENCY REPAIRS	3,500.00
144938	03/24/2021	JIM FORBES VOICE, INC.	PUB NOTICE DPR 17- P21-007	745.78
144939	03/24/2021	RK ENGINEERING GROUP INC	PERRIS/RAMONA WAREHOUSE PRJCT, GO FRESH GAS STATION	6,225.00
144940	03/24/2021	JUAN RODRIGUEZ	VISION REIMBURSEMENT	225.19
144941	03/24/2021	ROMO PIPELINE	SEVENTH STREET SEWER LIFT STATION/D ST RELOCATED FIRE HYDRANT	79,176.00
144942	03/25/2021	ACTION SURVEYS	NUEVO BRIDGE/A STREET	14,439.00
144943	03/25/2021	ADAME LANDSCAPE, INC.	LANDSCAPE MAINT JAN 2021 & IRRIGATION REPAIRS	43,515.54
144944	03/25/2021	ADVANCED MOBILITY GROUP	PERRIS BLVD SAFETY IMPROVEMENT PROJECT	45,293.42
144945	03/25/2021	ALFARO COMMUNICATIONS CONSTRUCTION, INC.	C & 3RD STREET TRAFFIC CALMING	135,908.90
144946	03/25/2021	AMAZON CAPITAL SERVICES	AQUATICS SUPPLIES/USB/IPAD	613.58
144947	03/25/2021	AMERICAN RAMP COMPANY	SKATE RAMP FOR PARAGON PARK	8,154.80
144948	03/25/2021	ANDERSON ELECTRIC	REPAIRS/MAINT AT VARIOUS LOCATIONS	3,170.00
144949	03/25/2021	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES 1/01-1/31/2021	13,847.46
144950	03/25/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	4,893.15
144951	03/25/2021	AUTO ZONE COMMERCIAL	FIELD EQUIPMENT PARTS	64.64
144952	03/25/2021	BAY ALARM COMPANY	ACCESS CONTROL; VARIOUS LOCATIONS	6,676.78
144953	03/25/2021	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF DEPT: MOTORCYCLE MAINTENANCE	1,358.50
144954	03/25/2021	CALIFORNIA VETERINARY SPECIALISTS	EMERGENCY VET EXAMS: ANIMAL CONTROL DEPT	240.00
144955	03/25/2021	CB KENNER, INC.	227 N "D" STREET PROJECT	66,138.45
144956	03/25/2021	ARTURO CERVANTES	LUNCH MEETING 2/25/21	44.72
144957	03/25/2021	CG RESOURCE MANAGEMENT	NUEVO RD BRIDGE PROJECT	1,453.90
144958	03/25/2021	CHO DESIGN ASSOCIATES, INC.	CIVIC CENTER IMPROVEMENTS	1,500.00
144959	03/25/2021	CINTAS	FIRST AID KIT REFILL	412.13
144960	03/25/2021	CITI CARDS	OFFICE FURNITURE/SUPPLIES FOR FINANCE & PW DEPTS	7,310.92
144961	03/25/2021	CORPORATE PAYMENT SYSTEMS	CA CITIES REGISTRATION/LUNCH MEETINGS	441.86
144962	03/25/2021	CORPORATE PAYMENT SYSTEMS	MEETING/OFFICE SUPPLIES	759.00
144963	03/25/2021	CORPORATE PAYMENT SYSTEMS	ADOBE CLOUD SUBSCRIPTION/DEVELOPMENT SVCS OFFICE SUPPLIES	879.49
144964	03/25/2021	CORPORATE PAYMENT SYSTEMS	PARKS WORKSHOP/SENIOR DIY MATERIALS/STEAM PROGRAM	1,475.45
144965	03/25/2021	CORPORATE PAYMENT SYSTEMS	MEETINGS/SYMPATHY FLOWERS/NOTARTY REG	2,761.59
144966	03/25/2021	CORPORATE PAYMENT SYSTEMS	LAPTOPS/COMPUTER REPAIRS/STAFF PHONES	3,622.35
144967	03/25/2021	DAN'S FEED AND SEED INC.	SPADE LARGE WOOD	33.39
144968	03/25/2021	DATA TICKET, INC.	DAILY CITATION PROCESSING, FEB 2021	61.24
144969	03/25/2021	DEPT OF TRANSPORTATION	SIGNAL & LIGHT OCT-DEC 2020	5,903.73
144970	03/25/2021	EASTERN MUNICIPAL WATER DISTRICT	PROPERTY DAMAGE: JAZZ LN VALVE	4,784.45
144971	03/25/2021	EASTERN MUNICIPAL WATER DISTRICT	2/08-3/08/2021	2,050.05
144972	03/25/2021	EASTERN MUNICIPAL WATER DISTRICT	SERRANA RD 2/04-3/04/2021	31.88

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144973	EVERETT SMITH DESIGNS	03/25/2021	BUILDING DESIGN: FINAL PAYMENT	2,000.00
144974	FEDERAL EXPRESS CORP	03/25/2021	3/03-3/12/2021	382.49
144975	PARK TOWNE	03/25/2021	COVID19: MORTGAGE/RENTAL ASSISTANCE	7,200.00
144976	FRONTIER	03/25/2021	ANIMAL CTRL 657-3734 1/12-2/11/2021	122.19
144977	GREENPLAY, LLC	03/25/2021	CONSULTING SERVICES: PARKS & REC MASTER PLAN	10,145.00
144978	GREER'S CONTRACTING & CONCRETE, INC	03/25/2021	2nd STREET SETTLEMENT AGREEMENT	3,111.90
144979	ANLIND OF TEMECULA INC.	03/25/2021	BMW R1200RT SERVICES	750.85
144980	HUBBARD LAW FIRM CLIENT TRUST ACCOUNT	03/25/2021	CITY V. 134 MALBERT CASE NO. RIC1903967 SETTLEMENT	40,000.00
144981	HYDROPOINT DATA SYSTEMS, INC.	03/25/2021	BZ-114 WEATHERTRAK	235.00
144982	VISUAL EDGE, INC.	03/25/2021	PRINTING SERVICES: PUB HEALTH/CS DEPT	176.53
144983	IMPERIAL SPRINKLER SUPPLY	03/25/2021	MORGAN PARK GROUNDS MAINTENANCE	2,035.90
144984	INLAND DESERT SECURITY & COMMUNICATIONS	03/25/2021	ANSWERNG SERVICES, FEB 2021	184.00
144985	JLC ENGINEERING & CONSULTING	03/25/2021	NUEVO ROAD WIDENING PROJECT	2,283.75
144986	LOR GEOTECHNICAL GROUP INC	03/25/2021	NUEVO BRIDGE CROSSING/A ST IMPROVEMENTS/GOETZ RD WIDENING	46,272.15
144987	LOS ANGELES ENGINEERING, INC.	03/25/2021	MORGAN PARK PMT #5 2/01-2/28/2021	369,247.90
144988	REGENCY	03/25/2021	COVID19: MORTGAGE/RENTAL ASSISTANCE	4,740.00
144989	PURCHASE POWER	03/25/2021	POSTAGE METER: FINANCE & LATE FEES	202.88
144990	QUICK CRETE PRODUCTS CORP	03/25/2021	VARIOUS PARKS MAINT SERVICES	6,878.76
144991	RHA LANDSCAPE ARCHITECTS- PLANNERS, INC.	03/25/2021	RAMONA EXPRESSWAY: LOW WATER MEDIAN	315.00
144992	RINCON CONSULTANTS, INC	03/25/2021	NUEVO RD CROSSING	823.75
144993	RIVERSIDE COUNTY DEPARTMENT OF	03/25/2021	VECTOR CONTROL OCT-DEC 2020	3,216.67
144994	SOCAL GAS	03/25/2021	COVID19: UTILITY ASSISTANCE	174.49
144995	SOUTHERN CALIFORNIA EDISON	03/25/2021	COVID19: UTILITY ASSISTANCE	295.99
144996	SOUTHERN CALIFORNIA EDISON	03/25/2021	2-43-057-5001 2/01-3/03/2021	2.49
144997	SOUTHERN CALIFORNIA EDISON	03/25/2021	PARKS JAN-FEB 2021	488.50
144998	SOUTHERN CALIFORNIA EDISON	03/25/2021	1/27-2/26/2021	3,043.93
144999	SOUTHERN CALIFORNIA EDISON	03/25/2021	1/27-2/26/2021	4,826.25
145000	SOUTHERN CALIFORNIA EDISON	03/25/2021	1/28-3/01/2021	5,040.94
145001	SOUTHERN CALIFORNIA EDISON	03/25/2021	2-01-572-0816 1/27-3/01/2021	12,417.03
145002	SOUTHERN CA ASSOC OF GOVERNMENT	03/25/2021	MEMBERSHIP DUES, FY20-21	6,424.80
145003	SOUTHERN CALIFORNIA EDISON	03/25/2021	NUEVO BRIDGE: LINE EXTENSION	241.89
145004	STATE OF CALIFORNIA	03/25/2021	BLOOD ALCOHOL ANALYSIS	315.00
145005	SUNSET GRAPHICS	03/25/2021	CS STAFF UNIFORMS	741.32
145006	SYNTECH	03/25/2021	NETWORK & SERVER SUPPORT	1,974.00
145007	TITAN CONTRACTORS	03/25/2021	PW OFFICE REMODEL PROJECT PMT #2 12/23/2020	19,594.93
145008	TJW ENGINEERING, INC	03/25/2021	A ST & HIGHLAND VISTA/NUEVO RD WIDENING	1,500.00
145009	UNIFIRST CORPORATION	03/25/2021	UNIFORM MAINTENANCE	989.76

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145010	03/25/2021	WALTERS WHOLESALE ELECTRIC CO	PARKS SUPPLIES	618.97
145011	03/25/2021	WhenToWork, INC.	RECREATION DEPT: CONTRACT SERVICES SCHEDULE	330.00
145012	03/25/2021	XEROX FINANCIAL SERVICES	LEASE CONTRACT # 004 2/03-4/02/2021	243.36
145013	03/31/2021	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS VARIOUS BENEFIT ZONES	38,276.58
145014	03/31/2021	CAMERON WELDING SUPPLY	WELDING SUPPLIES	56.16
145015	03/31/2021	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	350.00
145016	03/31/2021	FLOWATER, INC.	DRINKING WATER DISPENSER	370.73
145017	03/31/2021	HOME DEPOT CREDIT SERVICES	PUBLIC WORKS YARD SUPPLIES, JANITORIAL	731.54
145018	03/31/2021	INTERWEST CONSULTING GROUP, INC.	ENCHANTED HILLS PARK/MORGAN PARK PROJECT	14,618.75
145019	03/31/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	69.95
145020	03/31/2021	LIFE LIFTERS INTERNATIONAL	CDBG PRGM; ART CLASSES	2,625.56
145021	03/31/2021	LIFE LIFTERS INTERNATIONAL	CDBG PRGM; ART CLASSES	3,818.15
145022	03/31/2021	LOVE 4 LIFE ASSOCIATION	CDBG PRGM; OCT 20- JAN 2021	4,386.03
145023	03/31/2021	LYONS SECURITY SERVICE INC.	SURVEILLANCE PARKS FEB 2021	7,212.01
145024	03/31/2021	JIM FORBES VOICE, INC.	VARIOUS LEGAL PUBLICATIONS	1,417.66
145025	03/31/2021	REGIONAL CONSERVATION AUTHORITY	MSHCP FEES COLLECTED, FEB 2021	84,804.80
145026	03/31/2021	TEAMSTERS LOCAL 911	UNION DUES, MARCH 2021	3,437.00
145027	03/31/2021	WEST COAST ARBORISTS, INC	TREE AND STUMP REMOVAL SERVICES	3,079.25
<b>TOTAL REGISTER</b>				<b>\$ 9,137,400.78</b>