



*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**

**THIS MEETING IS ALSO BEING CONDUCTED AS A REMOTE MEETING IN
ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 5970**

Tuesday, May 10, 2022

6:30 P.M.

City Council Chambers

(Corner of San Jacinto and Perris Boulevard)

101 North "D" Street

Perris, California

CLOSED SESSION: 6:00 P.M.

ROLL CALL:

Rogers, Nava, Corona, Rabb, Vargas

A. Conference with Labor Negotiators - Government Code Section
54957.6

City Negotiator: Clara Miramontes, City Manager

Employee Organization: Teamsters Local 911

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

2. *ROLL CALL:*

Rogers, Nava, Corona, Rabb, Vargas

3. *INVOCATION:*

Pastor Noland Turnage

The Grove Community Church

19900 Grove Community Drive, Riverside CA 92508

4. PLEDGE OF ALLEGIANCE:

Councilmember Rogers 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. Presentation of Certificates of Recognition to the Perris American Youth Soccer Organization (AYSO) commemorating the team's historic third place win in a tournament with the APEX Strikers team.
- B. Presentation recognizing Public Works Week.
- C. City of Perris Employee of the Quarter Recognition for First Quarter of 2022.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

8. 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.

9. APPROVAL OF MINUTES:

- A. Consideration to approve the Minutes of the Regular Meeting held on April 26, 2022, 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.

10. 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 Resolution Numbers (next in order) approving the Annual Engineer's Report for Maintenance District Number 84-1 for Streetlights- (FY 2022-2023).

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 2022-2023 FOR CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (MAINTENANCE OF STREET LIGHTS AND TRAFFIC SIGNALS)

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 2022-2023 IN CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (MAINTENANCE OF STREET LIGHTS AND TRAFFIC SIGNALS), PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 14, 2022 AS THE TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- B. Consideration to adopt Proposed Resolution Number (next in order) adopting the Project List Utilizing SB-1 Funding for Fiscal Year 2022-2023.

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, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

- C. Consideration to approve a Development Impact Fee (DIF) Improvements and Credit/Reimbursement Agreement with IDIL Perris North 3 L.P. for Improvements required for Perris Logistics Center North.
- D. Consideration to approve a Transportation Uniform Mitigation Fee (TUMF) Improvement and Credit/Reimbursement Agreement with IDIL Perris North 3 L.P. for Improvements required for Perris Logistics Center North.
- E. Consideration to adopt Proposed Resolution Number (next in order) to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.

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, MAKING FINDINGS THAT PURSUANT TO ASSEMBLY BILL 361 THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PERRIS FOR THE PERIOD BEGINNING MAY 10, 2022 AND ENDING JUNE 9, 2022 PURSUANT TO BROWN ACT

- F. Consideration to adopt Proposed Resolution Numbers (next in order) calling a Municipal Election to be held on November 8, 2022 and approving regulations pertaining to Candidate Statements.

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, CALLING FOR, AND GIVING NOTICE OF, THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; AND, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO § 10403 OF THE CALIFORNIA ELECTIONS CODE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, PERTAINING TO CANDIDATE'S STATEMENTS SUBMITTED TO THE ELECTORATE AND THE COSTS THEREOF FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON NOVEMBER 8, 2022.

- G. Consideration to award a contract to Chrisp Company for the City of Perris GEAR Bike Lane Expansion II Project.

11. PUBLIC HEARINGS:

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

- A. Consideration to adopt Proposed Resolution Number (Next in order) to deny or adopt Proposed Resolution Number (next in order) and adopt the First Reading of Proposed Ordinance Number (next in order) to approve General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-05039, Tentative Tract Map 38071 and 38071-1 (TTM 21-05032)-A Proposal to amend the General Plan Land Use and Zoning Designation of approximately 48.6 acres located at the northeast corner of Ramona Expressway and Evans Road from Specific Plan

and R-10,000 to R-6,000 to facilitate a 188 single-family lot subdivision with seven (7) lettered lots. (Applicant: Jason Keller, Mission Pacific Land Company)

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, DENYING GENERAL PLAN AMENDMENT 21-05040, ZONE CHANGE 21-05039, AND TENTATIVE TRACT MAPS 38071 AND 38071-1, REGARDING A PROPOSAL TO AMEND THE GENERAL PLAN LAND USE DESIGNATION OF APPROXIMATELY 31.1 ACRES LOCATED AT THE NORTHEAST CORNER OF RAMONA EXPRESSWAY AND EVANS ROAD FROM R-10,000 (ZONING DESIGNATION) TO R-6,000 TO FACILITATE A 188 SINGLE-FAMILY SUBDIVISION WITH SEVEN (7) LETTERED LOTS, BASED UPON THE FINDINGS HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL

OR

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, ADOPTING MITIGATED NEGATIVE DECLARATION 2370 AND APPROVING GENERAL PLAN AMENDMENT 21-05040 AND TENTATIVE TRACT MAPS 38071 AND 38071-1, REGARDING A PROPOSAL TO AMEND THE GENERAL PLAN LAND USE DESIGNATION OF APPROXIMATELY 31.1 ACRES LOCATED AT THE NORTHEAST CORNER OF RAMONA EXPRESSWAY AND EVANS ROAD FROM R-10,000 (ZONING DESIGNATION) TO R-6,000 TO FACILITATE A 188 SINGLE-FAMILY SUBDIVISION WITH SEVEN (7) LETTERED LOTS, BASED UPON THE FINDINGS HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ZONE CHANGE 21-05039, A PROPOSAL TO CHANGE ZONING DESIGNATION OF APPROXIMATELY 31.1 ACRES LOCATED AT THE NORTHEAST CORNER OF RAMONA EXPRESSWAY AND EVANS ROAD FROM R-10,000 (ZONING DESIGNATION) TO R-6,000 TO FACILITATE A 188 SINGLE-FAMILY SUBDIVISION WITH SEVEN (7) LETTERED LOTS, BASED UPON THE FINDINGS HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

12. 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.***

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 10, 2022, 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://us06web.zoom.us/webinar/register/WN_YGyXIljTSaGytKYWiqUY5w

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



9.A.

CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: May 10, 2022
SUBJECT: Approval of Minutes
REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on April 26, 2022.
CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager *ER*

Attachments: 1. Minutes-April 26, 2022-Regular Joint City Council Meeting

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

ATTACHMENT 1

Minutes-April 26, 2022 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: April 26, 2022

06:30 PM

Place of Meeting: City Council Chambers

THIS MEETING WAS ALSO CONDUCTED AS A REMOTE MEETING IN ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 5955

CLOSED SESSION

ROLL CALL

Present: Rabb (via Zoom), Rogers (via Zoom), Nava, Corona, Vargas

Staff Present: City Manager Miramontes, Deputy City Manager Reyna, City Attorney Dunn and Deputy City Attorney Tanner (via Zoom)

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) – 1 case
- B. Conference with Labor Negotiators - Government Code Section 54957.6 City Negotiator: Clara Miramontes, 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 6:30 p.m.

- 2. ROLL CALL:

Present: Rabb (via Zoom), Rogers (via Zoom), Nava, Corona, Vargas

Staff Members Present: City Manager Miramontes, Deputy City Manager Reyna, City Attorney Dunn, City Engineer McKibbin, Police Captain Sims, Fire Chief Barnett, Chief Information Officer Cervantes, Director of Community Services Chavez, Director of Development Services Phung, Director of Administrative Services Amozgar, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

- 3. INVOCATION:
Reverend Cheri Metier
First Congregational Church
100 N 'A' St. Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilmember Rabb led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

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

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Presentation declaring May 2022 as Building and Safety Month.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee President Savannah Herrera.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

Pastor Abraham Capers Jr.

The Mayor closed Public Comment.

9. APPROVAL OF MINUTES:

A. Approved the Minutes of the Regular Meeting held on April 12, 2022, and the Special Meeting held on April 19, 2022 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

Councilmember Nava requested that Item 10.G. be pulled.

The Mayor called for Public Comment on the balance of the Consent Calendar. There was no Public Comment.

- A. Adopted Resolution Number 5969 accepting Kathryn A. Millers' Irrevocable Offer of Dedication for Public Purposes. The subject property is located on Medical Center Drive. (APN: 320-020-010)

Resolution Number 5969 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING KATHRYN A. MILLER'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (APN 320-020-010)

- B. Approved a Road Closure on Opal Drive between Diamond Way and Turquoise Drive, for Southern California Edison to Remove and Replace Power Poles for a single day in May 2022.
- C. Approved the plans and specification, awarded a contract to Act 1 Construction, Inc., and rejected all other bids for the Senior Center Parking Lot Improvements Project. (CIP S133)
- D. Adopted Resolution Number 5970 to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.

Resolution Number 5970 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MAKING FINDINGS THAT PURSUANT TO ASSEMBLY BILL 361 THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PERRIS FOR THE PERIOD BEGINNING APRIL 26, 2022 AND ENDING MAY 26, 2022 PURSUANT TO BROWN ACT

- E. Approved a waiver of the City's Transportation Development Impact Fees for the Downtown Skills Training Center located at the northeast corner of D Street and 1st Street. (APN: 313-091-003) (Applicant: City of Perris)
- F. Adopted Resolution Number 5971 approving Street Vacation 21-05292 to summarily vacate a 100-foot-wide northern section of East Frontage Road along Placentia Avenue on the east side of the I-215 Placentia Interchange project. (Applicant: Riverside County Transportation Commission (RCTC))

Resolution Number 5971 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING STREET VACATION 21-05292 FOR A SUMMARY VACATION, PURSUANT TO STREETS & HIGHWAYS CODE SECTION 8330, OF A 100-FOOT-WIDE NORTHERN SECTION OF EAST FRONTAGE ROAD ALONG PLACENTIA AVENUE ON THE EAST SIDE OF THE I-215 FREEWAY AND PLACENTIA INTERCHANGE PROJECT, BASED UPON THE FINDINGS NOTED HEREIN

- G. Approved a contract with Rogers, Anderson, Malody and Scott, LLP to provide audit services to the City of Perris for the three fiscal years ending

June 30, 2022, June 30, 2023 and June 30, 2024.

Councilmember Nava requested that this item be pulled.

The following Councilmember spoke:

Nava

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve Item 10.G., as presented.

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

NOES:

ABSENT:

ABSTAIN:

- H. Received and Filed the Eastern Municipal Water District (EMWD) Well 59 Perfluorooctanoic Acid (PFOA) Treatment Notification.

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 10.G.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

There were no Public Hearings.

12. BUSINESS ITEMS:

A. Annual Fire Department Report.

This item was presented by Fire Chief Kirk Barnett.

The following Councilmember's spoke:

Vargas

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

B. Received a Filed the presentation of the Rave Mobile Alerting System.

This item was introduced by Chief Information Officer Arturo Cervantes and turned over to Information Technology Supervisor Paul Lopez for the presentation.

The following Councilmember's spoke:

Vargas

Nava

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

Direction was given by the City Council to proceed with the program.

C. Consideration and discussion regarding Cannabis Taxes, Penalties, and Application Fees.

This item was presented by Director of Development Services Kenneth Phung.

The following Councilmember spoke:

Corona

**The Mayor called for Public Comment. The following people spoke:
Stan Jakubowicz**

Shade Awad

Ana Jacquez

Adrian Jacquez

Applicant Joshua Naggar gave a presentation.

The following Councilmember's spoke:

Rogers

Corona

Rabb

Vargas

Corona

Vargas

Nava

Rabb

Rogers

Vargas

Corona

Direction was given by the City Council as follows:

Item #1: That the Ways and Means Committee should review the potential reduction in the dispensary tax rate again and bring back this item at a future date, after the fiscal year has ended.

Item #2: No change to this item, penalty fees are to remain the same, but staff should look into the compounded interest.

Item #3: The City Council unanimously agreed that renewal applications can be combined.

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

The following Councilmember's spoke:

Nava

Rogers

Rabb

Corona

Vargas

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:37 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



10.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 10, 2022

SUBJECT: Annual Engineer's Report for Maintenance District No. 84-1 (FY 2022-2023)

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 14, 2022

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 8, 2022, 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.


BUDGET (or FISCAL) IMPACT: The total proposed assessment levy for FY 2022-2023 is \$949,194.93. This funding will provide for the energy and maintenance expense of 4,450 street lights and 71 traffic signals.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager 

Attachments:

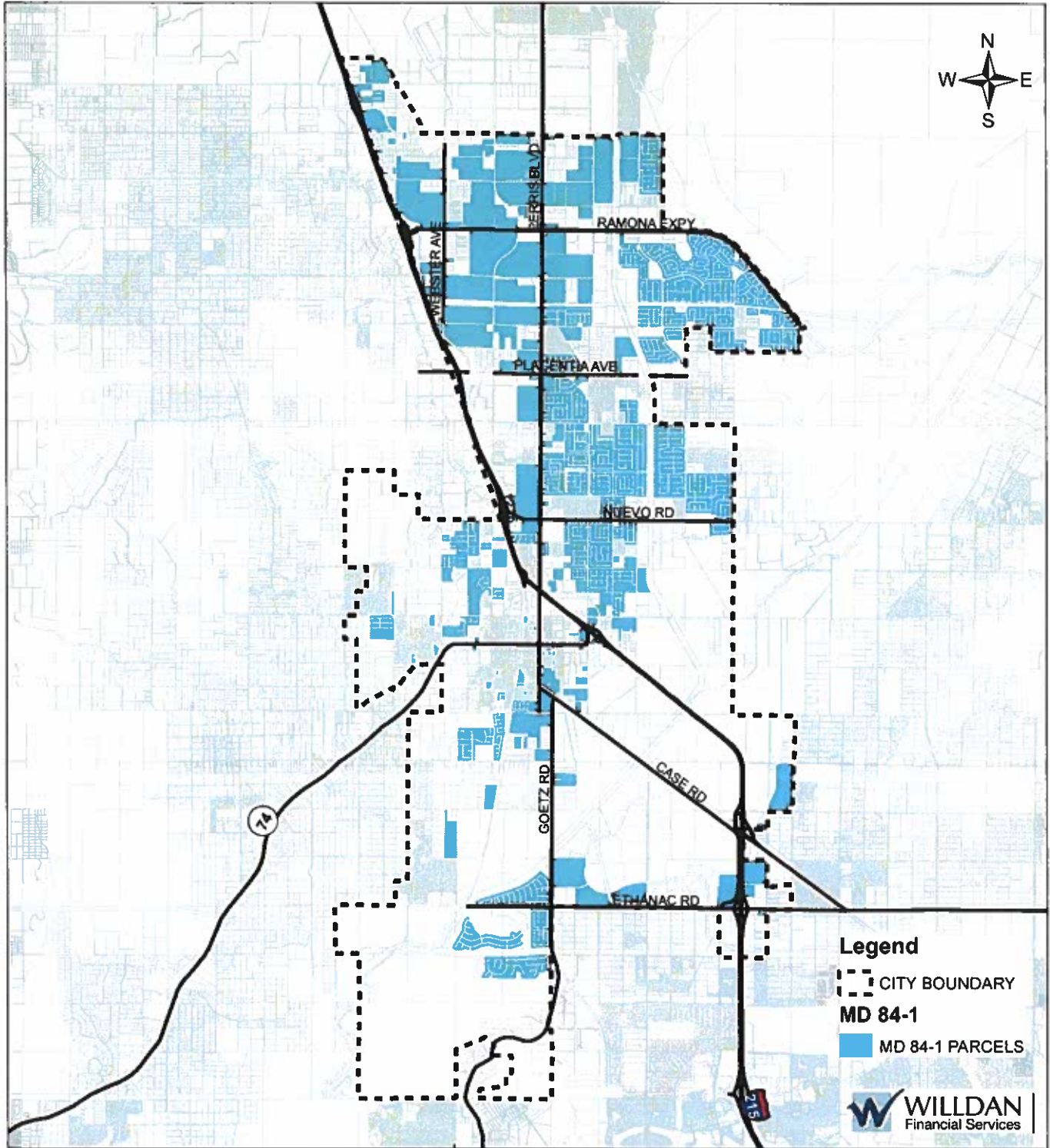
1. Vicinity Map
2. Resolution Preliminarily Approving the Engineer's Report
3. Resolution of Intention to Levy and Collect Annual Assessments Under MD 84-1 and setting a public hearing date of June 14, 2022
4. Engineer's Report

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

ATTACHMENT 1

Vicinity Map

**MAINTENANCE DISTRICT NO. 84-1 VICINITY PARCEL MAP
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2022/2023**



ATTACHMENT 2

Resolution Preliminarily Approving the Engineer's Report

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 2022-2023 FOR CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (MAINTENANCE OF STREET LIGHTS AND TRAFFIC SIGNALS)

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") on March 8, 2022, adopted its Resolution initiating proceedings for the levy of annual assessments for Fiscal Year 2022-2023 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 10th day of May, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10th day of May, 2022, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

ATTACHMENT 3

Resolution of Intention to Levy and Collect Annual Assessments Under MD 84-1
and setting a public hearing date of June 14, 2022

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 2022-2023 IN CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (MAINTENANCE OF STREET LIGHTS AND TRAFFIC SIGNALS), PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 14, 2022 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 2022-2023 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, 2021, 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 2022-2023 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 2022/23 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 14, 2022, 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 2022-2023, 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 2022-2023.

ADOPTED, SIGNED and APPROVED this 10th day of May, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10th day of May, 2022, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

ATTACHMENT 4

Engineer's Report



CITY OF PERRIS

MAINTENANCE DISTRICT NO. 84-1

**FISCAL YEAR 2022/2023
ENGINEER'S ANNUAL LEVY REPORT**

**INTENT MEETING: MAY 10, 2022
PUBLIC HEARING: JUNE 14, 2022**

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Suite 200
Temecula, CA 92590
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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 2022/23, 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 10th day of May, 2022.

STUART MCKIBBIN
Contract City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

ERNIE REYNA
Deputy City Manager
CITY OF PERRIS
STATE OF CALIFORNIA

Filed in the Office of the City Clerk on the 10th day of May, 2022. Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's "Report" were made on the 14th day of June, 2022 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

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, 2022 to June 30, 2023.

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 XIII D to the California Constitution requiring new procedures for assessment districts. Article XIII D 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 4,450 street lights and 71 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. 4th Street and "D" Street
2. 4th Street and "G" Street
3. 4th Street and Perris Boulevard
4. 4th Street and Wilkerson Avenue
5. "A" Street and Highland Vista Way

6. Case Road and Perris Crossing
7. Ethanac and Case Roads
8. Ethanac and I-215 – southbound
9. Ethanac and Murrieta Roads
10. Ethanac and Trumble Roads

11. Evans Road and Anira Court
12. Evans Road and Belserra Gate (future)
13. Evans Road and Citrus Avenue
14. Evans Road & Kestral Gate
15. Evans Road and Orange Avenue

16. Evans Road and Sparrow Way
17. Goetz Road and Cai Court
18. Goetz Road and Case Road
19. Goetz Road and Ellis Avenue (future)
20. Goetz and Ethanac Roads

21. Goetz Road and Fieldstone Drive
22. Goetz Road and Mapes Road
23. Goetz Road and Monument Parkway
24. Green Valley Parkway and Ethanac Road (future)
25. Harley Knox Boulevard and Indian Avenue

26. Harley Knox Boulevard and Patterson Avenue
27. Harley Knox Boulevard and Redlands Avenue
28. Harley Knox Boulevard and Western Way
29. Indian Avenue and Gibraltar Avenue
30. Indian Avenue and Markham Street

31. Indian Avenue and Morgan Street
32. Indian Avenue and Rider Street
33. Mapes and Trumble Roads (future)
34. May Ranch Parkway and Evans Road
35. Morgan Street and Redlands Avenue (future)

36. Morgan Street and Webster Avenue (future)
37. Murrieta Road and Green Valley Parkway (future)
38. Nuevo and Dunlap Roads
39. Nuevo Road and El Nido Avenue (future)
40. Nuevo and Evans Roads

41. Nuevo and Murrieta Roads
42. Nuevo Road and Old Nuevo Road and Perris Plaza
43. Nuevo Road and Redlands Avenue
44. Nuevo Road and Towne Centre and Perris Plaza
45. Nuevo Road and Wilson Avenue

46. Orange Avenue & Medical Center Drive (future)
47. Perris Boulevard and 11th Street/ Case Road
48. Perris Boulevard and Citrus Avenue
49. Perris Boulevard and Crossroads Court and Perris Plaza
50. Perris Boulevard and Dawes Street

51. Perris Boulevard and Gallant Fox
52. Perris Boulevard and Harley Knox Boulevard
53. Perris Boulevard and Jarvis Street
54. Perris Boulevard and Markham Street
55. Perris Boulevard and Mildred Street

56. Perris Boulevard and Morgan Street
57. Perris Boulevard and Nuevo Road
58. Perris Boulevard and Orange Avenue
59. Perris Boulevard and Orangetree Drive
60. Perris Boulevard and Perry Street

61. Perris Boulevard and Placentia Avenue
62. Perris Boulevard and Ramona Expressway
63. Perris Boulevard and Rider Street
64. Perris Boulevard and Sinclair Street
65. Perris Boulevard and Spectrum

66. Perris Boulevard and Walnut Avenue (future)
67. Ramona Expressway and Bradley Road
68. Ramona Expressway and Evans Road
69. Ramona Expressway and Fair Way and Avalon Parkway
70. Ramona Expressway and Indian Avenue

71. Ramona Expressway and Redlands Avenue
72. Ramona Expressway and Rider Street
73. Redlands Avenue and Citrus Avenue (future)
74. Redlands Avenue and Dale Street
75. Redlands Avenue and Jarvis Street (future)

76. Redlands Avenue and Markham Street
77. Redlands and Orange Avenues
78. Redlands Avenue and Rider III Driveway (future)
79. Redlands and San Jacinto Avenues
80. Rider St. & Avalon Parkway (future)
81. Rider Street and Bradley Road

82. Rider Street and Evans Road
83. Rider Street and Redlands Avenue
84. Rider Street and Sherman Road
85. San Jacinto Avenue and Diana Street

86. Webster Avenue and Markham Street
87. Webster Avenue and Nance Street
88. West Perry Street and Indian Avenue (future)
89. Wilson Avenue and Rider Street (future)

III. ESTIMATED COSTS OF IMPROVEMENTS

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

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, 2021. The following lists the parameters for the completion of the initial 18-month period for the levy of Fiscal Year 2022/23 assessments:

Street Light Energize Date	Percent of EBU Assessed
Prior to January 1, 2021	100%

Between January 1, 2021 and March 31, 2021	75%
Between April 1, 2021 and June 30, 2021	50%
Between July 1, 2021 and September 30, 2021	25%
After October 1, 2021	0%

D. ASSESSMENT RATE

The dollar per assessment unit value for Fiscal Year 2022/23 is calculated as follows:

$$\frac{\text{Balance to Assessment}}{\text{Total Units}} = \frac{\$949,194.93}{20,509.83} = \$46.28$$

For the specific assessment on each parcel, reference is made to Exhibit C, Fiscal Year 2022/23 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 2022/23 is shown in Exhibit C. The information included therein was obtained from the Fiscal Year 2021/22 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 2022/23. 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 2022/23 Diagram is incorporated herein as Exhibit B.

EXHIBIT A – COST OF IMPROVEMENTS

FISCAL YEAR 2022/23 COST ESTIMATE CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1

Item	Estimated Cost
2022/23 Street Light Costs (see Part I)	\$300,407.28
2022/23 Traffic Signal Costs (see Part II)	
Traffic Signal Energy Costs	\$83,131.07
Traffic Signal Maintenance Costs	\$142,972.36
Capital Improvement/Repair Fund	\$456,270.00
Total Traffic Signal Costs	\$682,373.43
Tax Roll Reserve	\$447,837.38
Systems Management	
Administration & Operations	\$128,873.00
Office of the City Clerk	\$1,300.00
Assessment Engineering	\$18,500.00
County Charges	\$6,700.00
Total Systems Management	\$155,373.00
Subtotal	\$1,585,991.09
2021/22 Tax Roll Reserve	\$402,446.60
2022/23 Streetlight Retrofit Fund	\$8,129.39
2022/23 Estimated Surplus	\$0.00
Less General Contribution	
2022/23 Street Light Costs (see Part I)	\$43,020.96
2022/23 Traffic Signal Costs (see Part II)	166,356.41
2022/23 Systems Management	33,101.58
Less Total General Contribution	\$242,478.95
Balance to Assessment¹	\$949,194.93

¹ Total may not foot with Assessment Roll as shown in exhibit C due to even penny rounding required by Riverside County.

I. FISCAL YEAR 2022/23 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	0	0
5,800 Lumen	47	12	4.14	2,334.96	0	0
8,000 Lumen	3	12	4.16	149.76	0	0
9,500 Lumen	3,013	12	4.83	174,633.48	0	0
9,500 Lumen	0	9	4.83	0.00	0	0
9,500 Lumen	0	6	4.83	0.00	0	0
9,500 Lumen	0	3	4.83	0.00	0	0
16,000 Lumen	4	12	6.37	305.76	1.54	73.92
22,000 Lumen	1,365	12	7.45	122,031.00	2.62	42,915.60
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	1	12	7.45	89.40	2.62	31.44
LED 90 Watt	17	12	4.23	862.92	0	0
Totals	4,450			\$300,407.28		\$43,020.96



II. FISCAL YEAR 2022/23 TRAFFIC SIGNAL COSTS

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

Traffic Signal Location	Estimated FY 2022/23 Costs			FY 2022/23 Cost Distribution		
	Energy	Maintenance	Repair	MD 84-1	City	Total
4th St. & D St.	\$999.68	\$2,000.00	\$6,810.00	\$490.48	\$9,319.20	\$9,809.68
4th St. & G Street	1,870.81	2,000.00	6,810.00	534.04	10,146.77	10,680.81
4th St. & Perris Boulevard	4,041.11	2,000.00	6,810.00	642.56	12,208.55	12,851.11
4th St. & Wilkerson Avenue	1,201.31	2,000.00	6,810.00	1,001.13	9,010.18	10,011.31
Case Road & Perris Crossing	1,367.84	2,000.00	6,810.00	10,011.31	0.00	10,011.31
Ethanac & Case Rds.	1,367.84	2,000.00	6,810.00	3,562.24	6,615.60	10,177.84
* Ethanac Rd. & I-215, southbound	0.00	1,560.10	0.00	312.02	1,248.08	1,560.09
Ethanac Rd. & Murrieta Rd.	631.76	2,000.00	6,810.00	9,441.76	0.00	9,441.76
Ethanac Rd. & Trumble Rds.	1,118.08	2,000.00	6,810.00	7,942.46	1,985.62	9,928.08
Evans Rd. & Anira Court	872.49	2,000.00	6,810.00	9,682.49	0.00	9,682.49
Evans Rd. & Citrus Avenue	1,201.31	2,000.00	6,810.00	9,510.74	500.57	10,011.31
Evans Rd. & Kestral Gate	1,346.63	2,000.00	6,810.00	10,156.63	0.00	10,156.63
Evans Rd. & Orange Avenue	1,201.31	2,000.00	6,810.00	6,006.79	4,004.52	10,011.31
Evans Rd. & Sparrow Way	1,232.64	2,000.00	6,810.00	10,042.64	0.00	10,042.64
Goetz Rd. & Cai Court	935.53	2,000.00	6,810.00	9,065.29	680.24	9,745.53
Goetz Rd. & Case Road	989.00	2,000.00	6,810.00	2,449.75	7,349.25	9,799.00

* Maintained and operated by CALTRANS



Traffic Signal Location	Estimated FY 2022/23 Costs				FY 2022/23 Cost Distribution		
	Energy	Maintenance	Repair	Total	MD 84-1	City	Total
** Goetz Rd. & Ethanac Rd.	0.00	4,053.96	0.00	4,053.96	2,837.77	1,216.19	4,053.96
Goetz Rd. & Fieldstone Dr.	1,201.31	2,000.00	6,810.00	10,011.31	10,011.31	0.00	10,011.31
** Goetz Rd. & Monument Parkway	0.00	698.84	0.00	698.84	698.84	0.00	698.84
Harley Knox Blvd. & Indian Ave.	1,287.89	2,000.00	6,810.00	10,097.89	10,097.89	0.00	10,097.89
Harley Knox Blvd. & Patterson Ave.	525.36	2,000.00	6,810.00	9,335.36	9,335.36	0.00	9,335.36
Harley Knox Blvd. & Redlands Ave.	1,201.31	2,000.00	6,810.00	10,011.31	10,011.31	0.00	10,011.31
Harley Knox Blvd & Western Way	1,201.31	2,000.00	6,810.00	10,011.31	10,011.31	0.00	10,011.31
Indian Ave. & Gibraltar Ave.	836.16	2,000.00	6,810.00	9,646.16	9,646.16	0.00	9,646.16
Indian Ave. & Markham St.	1,201.31	2,000.00	6,810.00	10,011.31	10,011.31	0.00	10,011.31
Indian Ave. & Morgan St.	1,376.71	2,000.00	6,810.00	10,186.71	6,112.03	4,074.68	10,186.71
Indian Ave. & Rider St.	1,636.45	2,000.00	6,810.00	10,446.45	10,446.45	0.00	10,446.45
May Ranch Pkwy. & Evans Rd.	1,012.62	2,000.00	6,810.00	9,822.62	9,822.62	0.00	9,822.62
** Nuevo Rd. & Dunlap Rd.	0.00	2,659.46	0.00	2,659.46	2,659.46	0.00	2,659.46
Nuevo Rd. & Evans Rd.	1,142.04	2,000.00	6,810.00	9,952.04	9,454.44	497.60	9,952.04
Nuevo Rd. & Murrieta Rd.	1,402.55	2,000.00	6,810.00	10,212.55	1,531.88	8,680.67	10,212.55
Nuevo Rd. & Old Nuevo Rd.	1,048.79	2,000.00	6,810.00	9,858.79	9,858.79	0.00	9,858.79
Nuevo Rd. & Redlands Ave.	1,081.22	2,000.00	6,810.00	9,891.22	7,956.50	1,934.72	9,891.22
Nuevo Rd. & Towne Center	1,267.89	2,000.00	6,810.00	10,077.89	9,114.44	963.45	10,077.89
Nuevo Rd. & Wilson Ave.	1,293.31	2,000.00	6,810.00	10,103.31	4,041.32	6,061.99	10,103.31
Perris Blvd. & 11th Street/Case Rd.	1,201.31	2,000.00	6,810.00	10,011.31	500.57	9,510.74	10,011.31

** Maintained and operated by the County of Riverside



Traffic Signal Location	Estimated FY 2022/23 Costs				FY 2022/23 Cost Distribution		
	Energy	Maintenance	Repair	Total	MD 84-1	City	Total
Perris Blvd. & Citrus Ave.	1,297.23	2,000.00	6,810.00	10,107.23	10,107.23	0.00	10,107.23
Perris Blvd. & Crossroad Ctr./Perris Plaza	1,224.23	2,000.00	6,810.00	10,034.23	10,034.23	0.00	10,034.23
Perris Blvd. & Dawes Street	1,394.34	2,000.00	6,810.00	10,204.34	10,204.34	0.00	10,204.34
Perris Blvd. & Gallant Fox	1,578.82	2,000.00	6,810.00	10,388.82	9,556.68	832.14	10,388.82
Perris Blvd. & Harley Knox Blvd.	1,580.48	2,000.00	6,810.00	10,390.48	8,831.91	1,558.57	10,390.48
Perris Blvd. & Jarvis St.	931.03	2,000.00	6,810.00	9,741.03	9,741.03	0.00	9,741.03
Perris Blvd. & Markham St.	1,573.82	2,000.00	6,810.00	10,383.82	10,383.82	0.00	10,383.82
Perris Blvd. & Mildred St.	1,155.46	2,000.00	6,810.00	9,965.46	9,965.46	0.00	9,965.46
Perris Blvd. & Morgan St.	1,206.10	2,000.00	6,810.00	10,016.10	10,016.10	0.00	10,016.10
Perris Blvd. & Nuevo Road	1,259.56	2,000.00	6,810.00	10,069.56	2,517.39	7,552.17	10,069.56
Perris Blvd. & Orange Ave.	908.09	2,000.00	6,810.00	9,718.09	9,718.09	0.00	9,718.09
Perris Blvd. & Orangetree Dr.	1,308.69	2,000.00	6,810.00	10,118.69	10,118.69	0.00	10,118.69
Perris Blvd. & Perry St.	1,263.83	2,000.00	6,810.00	10,073.83	10,073.83	0.00	10,073.83
Perris Blvd. & Placentia Ave.	1,542.51	2,000.00	6,810.00	10,352.51	4,141.00	6,211.51	10,352.51
Perris Blvd. & Ramona Expwy.	1,309.71	2,000.00	6,810.00	10,119.71	3,373.91	6,745.80	10,119.71
Perris Blvd. & Rider St.	1,001.51	2,000.00	6,810.00	9,811.51	9,811.51	0.00	9,811.51
Perris Blvd. & Sinclair St.	1,184.00	2,000.00	6,810.00	9,994.00	9,994.00	0.00	9,994.00
Perris Blvd. & Spectrum	1,201.31	2,000.00	6,810.00	10,011.31	9,209.40	801.91	10,011.31
Ramona Expwy. & Bradley Rd.	1,093.79	2,000.00	6,810.00	9,903.79	9,903.79	0.00	9,903.79
Ramona Expwy. & Evans Rd.	649.74	2,000.00	6,810.00	9,459.74	2,207.90	7,251.84	9,459.74



Traffic Signal Location	Estimated FY 2022/23 Costs			FY 2022/23 Cost Distribution		
	Energy	Maintenance	Repair	MD 84-1	City	Total
Ramona Expwy. & Fair Wy./Avalon Pkwy.	947.17	2,000.00	6,810.00	7,805.74	1,951.43	9,757.17
Ramona Expwy. & Indian Ave.	1,163.35	2,000.00	6,810.00	9,973.35	0.00	9,973.35
Ramona Expwy. & Redlands Ave.	1,302.40	2,000.00	6,810.00	9,101.16	1,011.24	10,112.40
Ramona Expwy. & Rider St.	1,230.64	2,000.00	6,810.00	10,040.64	0.00	10,040.64
Redlands Ave. & Dale St.	1,260.14	2,000.00	6,810.00	10,070.14	0.00	10,070.14
Redlands Ave. & Markham St.	1,201.31	2,000.00	6,810.00	3,503.96	6,507.35	10,011.31
Redlands & Orange Ave.	1,194.51	2,000.00	6,810.00	2,000.90	8,003.61	10,004.51
Redlands & San Jacinto Aves.	1,928.36	2,000.00	6,810.00	5,906.10	4,832.26	10,738.36
Rider St. & Bradley Rd.	1,343.10	2,000.00	6,810.00	10,153.10	0.00	10,153.10
Rider St. & Evans Rd.	161.47	2,000.00	6,810.00	8,971.47	0.00	8,971.47
Rider St. & Redlands Ave.	1,201.31	2,000.00	6,810.00	10,011.31	0.00	10,011.31
Rider St. & Sherman Rd.	1,193.20	2,000.00	6,810.00	10,003.20	0.00	10,003.20
San Jacinto Ave. & Diana St.	974.23	2,000.00	6,810.00	1,956.85	7,827.38	9,784.23
Webster Ave. & Nance St.	2,035.97	2,000.00	6,810.00	7,592.18	3,253.79	10,845.97
Webster Ave. & Markham St.	1,201.31	2,000.00	6,810.00	4,004.52	6,006.79	10,011.31
Totals	\$83,297.60	\$142,972.36	\$456,270.00	\$516,017.02	\$166,356.41	\$682,373.42

EXHIBIT B – FISCAL YEAR 2022/23 DIAGRAM

**MAINTENANCE DISTRICT NO. 84-1 VICINITY PARCEL MAP
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2022/2023**

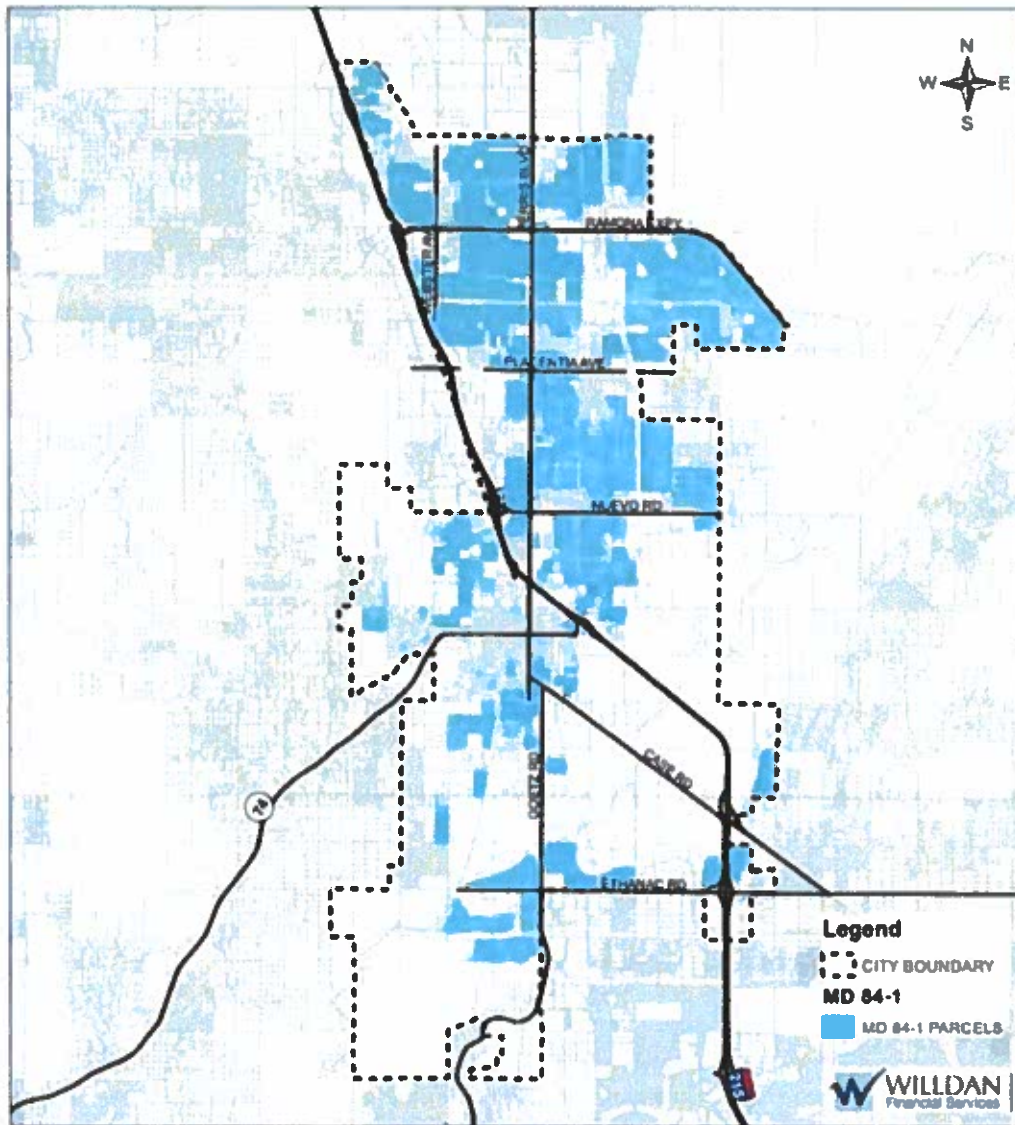


EXHIBIT C – FISCAL YEAR 2022/23 ASSESSMENT ROLL

The Fiscal Year 2022/23 Assessment Roll is on file with the City Clerk's office



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: May 10, 2022

SUBJECT: SB-1 Resolution Adopting Fiscal Year 2022-2023 Projects

REQUESTED ACTION: Adopt the Resolution Next in Order, Adopting Project List Utilizing SB-1 Funding for Fiscal Year 2022-2023

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

On April 28, 2017, the Governor signed Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017 to address transportation funding shortfalls statewide, establishing the Road Maintenance and Resolution Account (RMRA) in the State Transportation Fund.

The RMRA emphasizes the importance of accountability and transparency provisions to ensure residents of the local municipalities (statewide), are aware of the projects proposed for funding with SB-1 RMRA. Caltrans and the California Transportation Commission (CTC) are the state agencies responsible for the review of the local agencies listing of proposed projects planned for the upcoming fiscal year. The SB-1 RMRA Resolution with the listing of planned projects is due to Caltrans by January 1 of this year. The listing of projects must include a project description, location/project limits, schedule, and estimated useful life and must be adopted through a Resolution, approved by the City Council at a public meeting. SB-1 also requires an update of previous year RMRA funding project status by December 1 of each year.

The City of Perris will receive an estimated \$1,800,254 (forecasted amount) of SB-1 RMRA funds in Fiscal Year 2022-23. Based on this forecasted funding, the Engineering Department has prepared the attached Resolution that reflects the City's street improvement priorities for projects utilizing SB-1 RMRA funding for Fiscal Year 2022-23.

Based on the SB-1 requirements, the City Engineering Department has prepared the attached SB-1 RMRA Resolution, with the listing of proposed projects for implementation in Fiscal Year 2022-23, in compliance with Caltrans and the CTC SB-1 RMRA guidelines.

BUDGET (or FISCAL) IMPACT:

The City will receive an estimated \$1,800,254 in SB-1 RMRA funding for Fiscal Year 2022-23. This funding will be utilized for upcoming street improvement projects for Fiscal Year 2022-23. All SB-1 RMRA funding will be part of the City's approved CIP S-002, Annual Citywide Pavement Rehabilitation.

Prepared by: Grace Alvarez, Special Projects Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager EP

- Attachments:
1. SB-1 RMRA FY 2022-23 Project List Resolution
 2. SB-1 Local Streets & Roads Projected Revenues from CaliforniaCityFinance.com
 3. CIP Sheet S-002

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

ATTACHMENT 1

SB-1 RMRA FY 2022-23 Project List Resolution

RESOLUTION NO. (NEXT IN ORDER)

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$1,800,254 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City evaluated the health and safety of infrastructure related items to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate various citywide this year and similar infrastructure projects in future years; and

WHEREAS, the Statewide 2020 California Local Streets and Roads Needs Assessment found that the City's streets and roads are in a "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "Good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Perris as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues:

Project Name	Project Description	Project Location	Estimated Project Schedule		Estimated Useful Life (# of yr)	
			Start (mm/yyyy)	Completion (mm/yyyy)	Min	Max
2023 Citywide Street Improvements Project	Rehabilitate pavement for various streets throughout the City.	Citywide	04/2023	06/2023	5	10

Section 3. The following previously proposed and adopted projects may also utilize Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Name	Project Description	Project Location	Estimated Project Schedule		Estimated Useful Life (# of yr)	
			Start (mm/yyyy)	Completion (mm/yyyy)	Min	Max
2022 Citywide Street Improvements Project	Rehabilitate pavement for various streets throughout the City.	Citywide	08/2022	12/2022	5	10

Section 4. The City Clerk shall certify as to the adoption of this Resolution.
ADOPTED, SIGNED and **APPROVED** this day of May, 2022.

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 (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the day of May, 2022, and that it was so adopted by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

ATTACHMENT 2

SB-1 Local Streets & Roads Projected Revenues from CaliforniaCityFinance.com

ATTACHMENT B

Local Streets and Roads - Projected FY2022-23 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2022

	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code				TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽²⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾ Sec2107.5 ⁽⁴⁾			
PLACER COUNTY							
AUBURN	142,151	93,120	62,511	127,216	427,997	328,995	756,993
COLFAX	21,392	14,013	13,485	19,145	69,035	49,510	118,546
LINCOLN	488,746	320,167	203,224	437,399	1,455,536	1,131,162	2,586,698
LOOMIS	67,052	43,924	32,022	60,007	205,006	155,186	360,192
ROCKLIN	694,049	454,655	286,573	621,132	2,063,910	1,606,317	3,670,227
ROSEVILLE	1,446,571	947,615	582,086	1,294,595	4,290,867	3,347,966	7,638,833
PLUMAS COUNTY							
PORTOLA	20,722	13,575	9,195	132,095	176,587	47,960	224,547
RIVERSIDE COUNTY							
BANNING	317,463	207,962	129,324	284,110	944,859	734,740	1,679,600
BEAUMONT	518,904	339,922	208,339	464,388	1,539,053	1,200,960	2,740,013
BLYTHE	205,026	134,308	85,221	183,486	613,042	474,516	1,087,559
CALIMESA	100,814	66,041	44,344	90,223	303,422	233,326	536,749
CANYON LAKE	108,585	71,132	47,392	97,177	327,286	251,311	578,597
CATHEDRAL CITY	531,580	348,226	213,311	475,732	1,576,349	1,230,296	2,806,645
COACHELLA	471,028	308,560	189,560	421,542	1,396,690	1,090,155	2,486,844
CORONA	1,668,951	1,093,292	659,443	1,493,612	4,925,298	3,852,647	8,787,944
DESERT HOT SPRINGS	296,317	194,110	121,030	265,186	862,643	685,800	1,568,443
EASTVALE	666,048	436,313	266,056	596,073	1,971,990	1,541,512	3,513,502
HEMET	832,486	545,343	331,341	745,025	2,461,695	1,926,719	4,388,414
INDIAN WELLS	53,460	35,021	25,770	47,844	164,094	123,729	287,824
INDIO	902,375	591,125	358,765	807,571	2,667,326	2,088,470	4,755,795
JURUPA VALLEY	1,064,647	697,426	422,405	952,795	3,147,273	2,454,035	5,611,307
LAKE ELSTINORE	637,840	417,835	254,992	570,829	1,888,996	1,476,228	3,365,224
LA QUINTA	406,241	266,119	164,147	363,562	1,206,070	940,211	2,146,281
MENIFEE	981,807	643,159	389,912	878,659	2,901,036	2,272,309	5,173,345
MORENO VALLEY	2,062,635	1,351,185	813,864	1,845,986	6,083,620	4,773,795	10,857,415
MURRIETA	1,134,328	743,072	449,738	1,015,156	3,352,295	2,625,307	5,977,601
NORCO	266,543	174,606	109,351	238,540	795,041	616,892	1,411,933
PALM DESERT	530,782	347,703	212,998	475,018	1,574,001	1,228,450	2,802,451
PALM SPRINGS	470,329	308,102	189,286	420,916	1,394,632	1,088,536	2,483,168
PERRIS	777,844	509,548	309,908	696,124	2,300,923	1,800,254	4,101,177
RANCHO MIRAGE	185,151	121,288	77,425	165,699	553,564	428,517	982,081
RIVERSIDE	3,194,048	2,092,348	1,257,659	2,858,483	9,412,537	7,392,354	16,804,892
SAN JACINTO	504,948	330,780	202,865	451,898	1,497,991	1,168,660	2,666,651
TEMECULA	1,110,681	727,582	440,482	993,993	3,262,718	2,570,577	5,853,294
WILDOMAR	364,541	238,802	147,790	326,242	1,083,376	843,699	1,927,075

ATTACHMENT 3

CIP Sheet S-002

CITY OF PERRIS
Capital Improvement Program Project Details



Project Number: **5002**
 Project Title: **Annual Slurry Seal & Street & Grind Overlay Program**
 Managing Department: **City Engineer**

Project Description and/or Justification: Crack Treatment and Slurry Seal of selected Streets Citywide on an annual ongoing cycle. Grind and Overlay, and/or Resurfacing of selected Streets Citywide on an annual basis. Also, the paving of Murrieta and Placentia.



Original Budget: **10,118,153**
 Budget Amendments: **4,479,749**
 Total Project Costs: **13,454,057**
 Available Funds: **1,143,845**

Project Dates: **FY 04/05**
 Begin: **FY 04/05**
 Completion:
Total Budget Additions (Deletions): 900,000

Funding Sources:	Fund	Project to Date Available	Plan 2021/2022	Plan 2022/2023	Plan 2023/2024	Plan 2024/2025	Total
Measure A	142	773,540	900,000				\$ 1,673,540
State Grants-Prop 1 B 119	119						\$ -
Gas Tax	136	370,304					\$ 370,304
DIF Transportation	163	1					\$ 1
External Contributions	157						\$ -
Total:		1,143,845	900,000	-	-	-	\$ 2,043,845

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2006/07	Amendment Measure A		250,000	250,000
2007/08	Adopted Budget Measure A		400,000	650,000
2007/08	Xfr from S003 Measure A Street Imp	500,000		1,150,000
2008/09	Adopted Budget Measure A		(48,825)	1,101,175
2009/10	Adopted Budget Measure A	1,890,740		2,991,915
2009/10	Budget Prop 1 B State Grants	200,000		3,191,915
2009/10	Budget DIF Transportation Fee	250,000		3,441,915
2010/11	Adopted Budget Measure A	900,000	100,000	4,441,915
2010/11	Prop 1 B Xfr from S071	500,000		4,941,915
2011/12	Adopted Budget Measure A	903,901		5,845,816
2011/12	Prop 1 B Xfer from S051	462,086		6,307,902
2011/12	xfr to S051 Measure A		(200,000)	6,107,902
2012/13	Adopted Budget Measure A	900,000		7,007,902
2012/13	xfr to S051 Measure A		(120,000)	6,887,902
2012/13	External Contribution (check from Har-Bro)		10,000	6,897,902
2013/14	Budget Amendment Measure A	900,000		7,797,902
2013/14	Xfr to S007	(100,000)		7,697,902
2014/15	Adopted Budget Measure A	900,000		8,597,902
2015/16	Prop 1 B Amendment	111,426		8,709,328
2015/16	Measure A Amendment	900,000	(111,426)	9,497,902
2016/17	Measure A Amendment	900,000		10,397,902
2017/18	Measure A Amendment		900,000	11,297,902
2018/19	Measure A Amendment		900,000	12,197,902
2018/19	Gas Tax Amendment		1,052,228	13,250,130
2018/19	xfr from S096 Measure A		143,269	13,393,399
2018/19	xfr from S103 Measure A		16,682	13,410,080
2018/19	xfr from S091 Gas Tax		287,822	13,697,902
2019/20	Budget Amendment Measure A		900,000	14,597,902
2021/22	Measure A Amendment		900,000	15,497,902
Total:		\$ 10,118,153	\$ 5,379,749	\$ 15,497,902



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 10, 2022

SUBJECT: DIF Improvements and Credit/Reimbursement Agreement with IDIL Perris North 3 L.P., for improvements required for Perris Logistics Center North

REQUESTED ACTION: The City Council approve the DIF Credit Reimbursement Agreement as to form, and authorize the City Manager to execute the Agreement in a form approved by the City Attorney

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

IDIL Perris North 3, L.P. has obtained approvals for the City for entitlements and/or permits for the construction of improvements on the Perris Logistics Center North, which are more particularly described as development of approximately 2,840,999 square feet of industrial/warehouses in three buildings.

As a condition to City's approval of the project, City has required developer to construct Case Road from Ellis Avenue to I-215 ramps interchange within 94' full width dedicated right-of-way shall be improved with 33' of new paving along either side, curb/gutter located 35' on either side of centerline. Ellis Avenue from Redlands Avenue to 150' east of the proposed easterly driveway shall be improved with concrete curb and gutter located 32' on either side of centerline with a minimum 6-foot-wide sidewalk along the north side, and a 14-foot-wide landscape median. The intersection of Ellis Avenue and Redlands Avenue shall be designed to discourage westbound truck traffic on Ellis Avenue from turning northbound onto Redlands Avenue. Redlands Avenue from 4th Street to Ellis Avenue shall be improved with 30' of pavement on both sides of centerline with curb and gutter located 32' from centerline. Sidewalk shall be constructed along the east side of Redlands Avenue along the property frontage. Traffic signals shall be installed at intersection of Ellis Avenue with Case Road and Redlands Avenue and at Case Road with Murrieta Road, Mapes Road and I-215 ramps. All existing signals shall be upgraded to accommodate the requested improvements in the project Conditions of Approval and DIF Study ("DIF Improvements").

The developer's total DIF obligation of the project is \$14,864,106.77. The estimated DIF credit for the developer's DIF Improvements is \$10,342,500 subject to verification by the City Engineer's office of actual costs. The remaining DIF obligation paid to the City is estimated to be \$4,521,606.77.

DIF Obligation	DIF Credit	Est. DIF Paid to City
\$ 14,864,106.77	\$ 10,342,500.00	\$ 4,521,606.77

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, the agreement would be brought back to the City Council for further consideration.

BUDGET (or FISCAL) IMPACT:

None to the City. The agreement implements the credit authorization under the DIF program.

Prepared by: Daniel Marquez, Engineer

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Improvement and Credit/Reimbursement Agreement Development Impact Fee Program

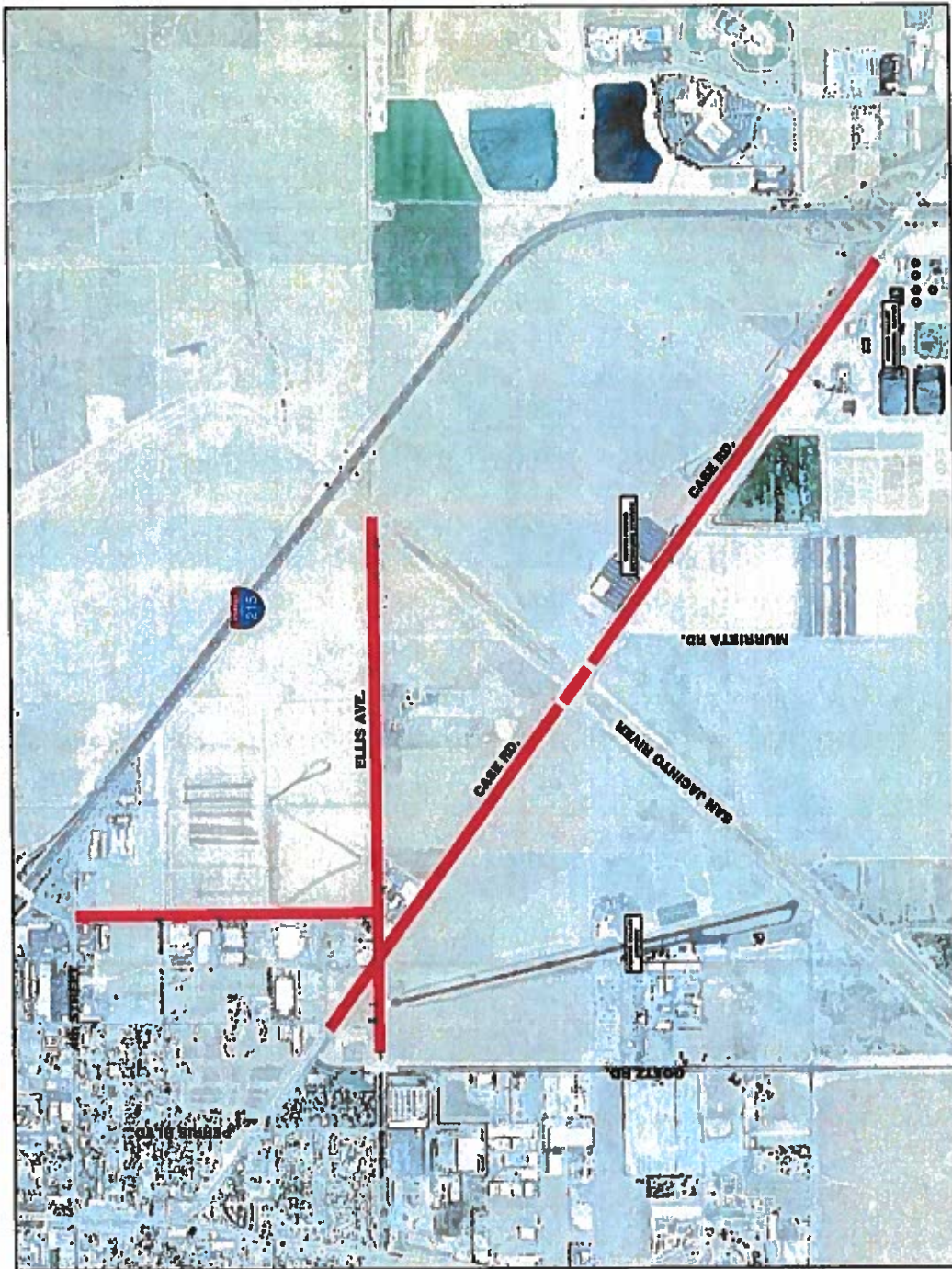
Consent: Yes
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

VICINITY MAP

IDIL PERRIS NORTH 3, LP - CITY OF PERRIS IDIL DIF FACILITY CREDIT AGREEMENT

VICINITY MAP



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
SC - DEC 04/2012



LEGEND:
ROADS TO BE IMPROVED



ATTACHMENT 2

IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT
DEVELOPMENT IMPACT FEE PROGRAM

**IMPROVEMENT AND CREDIT / REIMBURSEMENT 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 IDIL PERRIS NORTH 3, L.P. a limited partnership and IDIL PERRIS LOGISTICS CENTER NORTH, L.P., a limited partnership ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer is the owner of a legal and/or equitable interest in in certain real property consisting of the site depicted in Exhibit "A" and legally described in Exhibit "A-1", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has obtained approvals for the City for entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as development of approximately 2,840,999 square feet of industrial/warehouses in three buildings, rail spur, plus surface improvements, signal improvements, including parking, landscaping, storm water improvements, and necessary street improvements on Ellis Avenue, Case Road, Mapes Road, Bonnie Road, and Redlands Avenue, water and sewer infrastructure to accommodate the development of the Plan ultimately selected by the Developer ("Project");

WHEREAS, Developer and City have entered that certain Development Agreement, dated September 30, 2001 and recorder in Riverside County Official Records on March 12, 2014 as Instrument No. 2014-0092090, ("Development Agreement");

WHEREAS, unless otherwise defined in this Agreement, capitalized terms shall have the meaning established in the Development Agreement;

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 Case Rd from Ellis Ave to I-215 ramps interchange within 94' full width dedicated ROW shall be improved with 33' of new paving along either side, curb/gutter located 35' on either side of centerline. Ellis Ave from Redlands Ave to 150-feet east of the proposed easterly driveway shall be improved with concrete curb and gutter located 32-feet on either side of centerline with a minimum 6-foot wide sidewalk along the north side, and a 14-foot wide landscape median. The intersection of Ellis Ave and Redlands Ave shall be designed to discourage westbound truck traffic on Ellis from turning northbound onto Redlands Ave. Redlands Ave from 4th St to Ellis Ave shall be improved with 30-feet of pavement on both sides

of centerline with curb and gutter located 32' from centerline. Sidewalk shall be constructed along the east side of Redlands Ave along the property frontage. Traffic signals shall be installed at intersection of Ellis with Case and Redlands Ave and at Case with Murrieta, Mapes and I-215 ramps . All existing signals shall be upgraded to accommodate the requested improvements in the Project Conditions of Approval and DIF Study ("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, (3) to provide a means by which the Developer's costs for project delivery of the DIF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable DIF for the Project in accordance with the DIF Study, and (4) to provide a means for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the DIF Improvements exceeds Developer's DIF obligation.

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

TERMS

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

2.0 Construction of 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 Ellis Avenue, Redlands Avenue, Mapes, and I-215 ramps 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. The City shall within twenty (20) days of submittal provide the Developer with written notice of its review, comment and suggest modifications to any submittals. Once the submittals meet applicable requirements the City shall approve commencing construction by providing written notice to the Developer.

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, subject to the provisions of the Development Agreement.

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, subject to the provisions of the Development Agreement.

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 Fourteen Million Eight Hundred Sixty-Four Thousand One Hundred Six Dollars Seventy-Seven Cents (\$14,864,106.77) ("DIF Obligation"). Developer is eligible for a credit in the amount of Ten Million Three Hundred Forty-Two Thousand Five Hundred Dollars (\$10,342,500) of the DIF Obligation. The remaining Estimated DIF Fee Obligation is Four Million Five Hundred Twenty-One Thousand Six Hundred Six Dollars and Seventy-Seven Cents (\$4,521,606.77). 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 for the DIF Improvement. Notwithstanding, this DIF Obligation does not have to be paid until the Certificate of Occupancy is obtained. The Estimated Maximum DIF Offset Eligibility may be adjusted upwards if warranted. The DIF Obligation, Estimated Maximum DIF Offset Eligibility and the DIF Improvements attributable to the Project are identified on Exhibit "B" attached hereto. Because Developer agrees to construct the DIF Improvements if the Developer decides, in its sole and absolute discretion to proceed with the Project, the Parties agree that some or all of this DIF Obligation may be subject to Credit as discussed below. Further, Developer may be entitled to Reimbursement for the difference between the DIF Obligation and the lesser of either the Verified Costs (defined below) to construct the DIF Improvements or the Unit Cost Assumptions (defined below). The Developer's DIF Obligation for the Project shall be calculated at the time of first grading permit issuance for the Project; however, DIF will be collected (if at all following application of the Credit) at the time of issuance of the certificate of occupancy for each building constructed within the Project or upon final inspection of each building constructed within the Project, whichever occurs first.

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 or the Development Agreement. Developer shall be entitled to reduce the DIF Obligation owed to the City by the full amount of the Estimated Maximum DIF Offset no later than at that time at which the DIF Obligation is required to be paid to the City. For example, if Developer's DIF Obligation is \$1,000,000.00, Developer shall be entitled to reduce that amount by what is determined to be the Estimated Maximum DIF Offset no later than the time the DIF obligation is due to be collected by the City such that the actual DIF Obligation owed by Developer is the DIF Obligation less the Estimated Maximum DIF Offset. The dollar amount of the Credit, subject to

adjustment and reconciliation, shall be equal to the lesser of: (A) the Estimated Costs, 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"). At the time of this Agreement's execution, the Parties agree that the current Unit Cost Assumptions are the Estimated Maximum DIF Offset Eligibility. The Estimated Maximum DIF Offset may be adjusted upward if warranted. At no time will the Credit given to Developer exceed the Developer's total DIF Obligation for the Project. If the dollar amount of the Estimated Cost exceeds the dollar amount of the total DIF Obligation for the Project, Developer will be deemed to have completely satisfied its DIF Obligation for the Project and the City shall enter a Reimbursement Agreement as provided in Section 14.5 of this Agreement.

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 Public Works Director the information set forth in the attached Exhibit "C". The City Public Works Director, 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 Public Works 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.

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 Public Works Director 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" - Example "A").

(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 (see Exhibit "F" - Example "B").

(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 (see Exhibit "F" - Example C).

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 N. D Street
 Perris, CA 92570
 Attention: Stuart McKibbin
 City Engineer
 Phone (951) 943-6100

To Developer: IDIL Perris North 3, L.P.
 840 Apollo Street, Suite 343
 El Segundo, CA 90245
 Attn: Brian Caris

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:

IDIL Perris North 3, L.P.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

CITY OF PERRIS:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACHED BEHIND THIS PAGE]

EXHIBIT A

EXHIBIT "A"

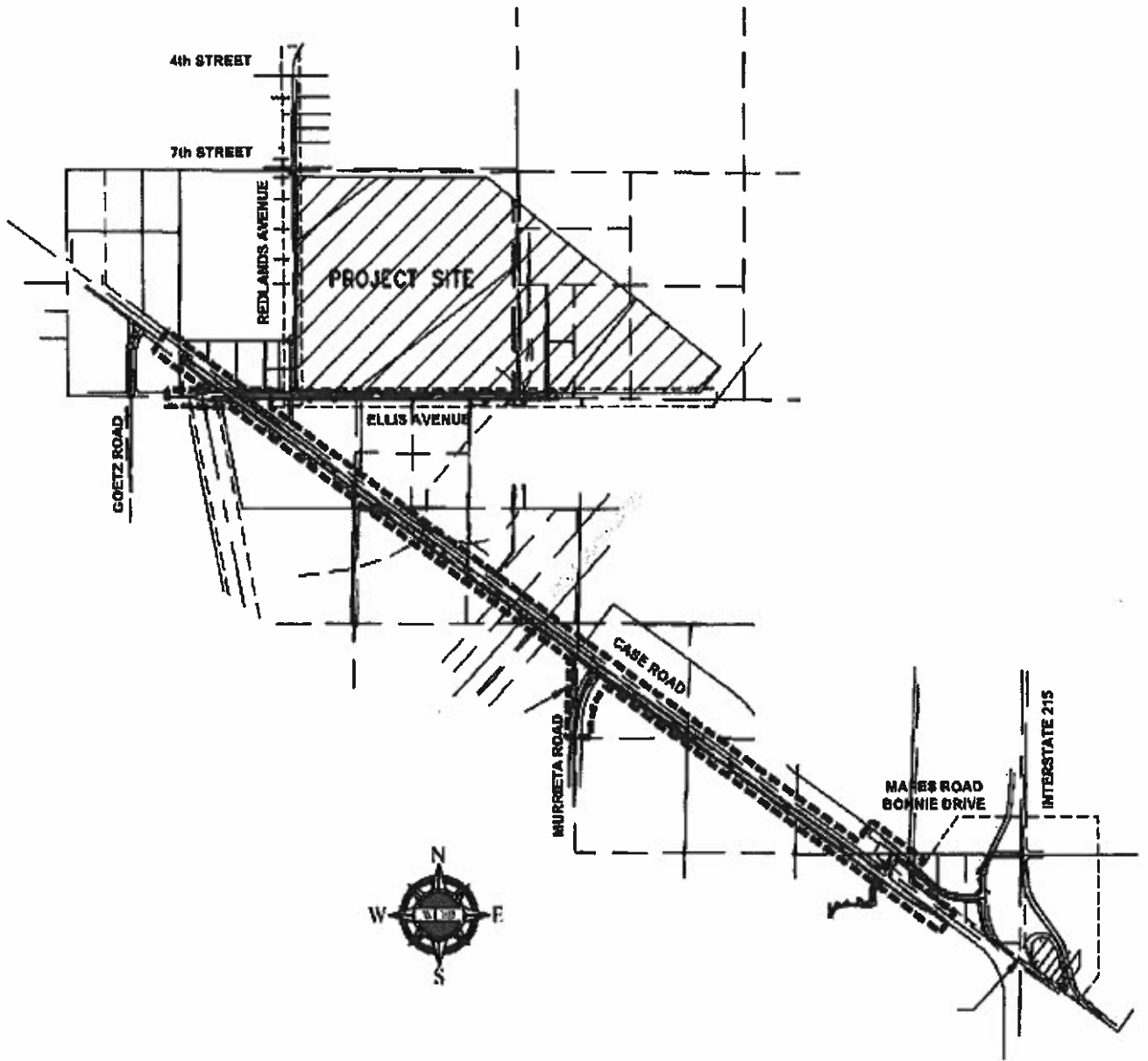


EXHIBIT A

EXHIBIT "A-1"

LEGAL DISCRPTION

TENTATIVE PARCEL MAP NO. 37998, BEING A DIVISION OF THE FOLLOWING:

PARCEL 1:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING ON THE CENTER LINE OF REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID CENTERLINE OF REDLANDS AVENUE, A DISTANCE OF 823.38 FEET;

NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. 46411, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 00° 10' 39" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 753.38 FEET TO THE SOUTHWEST CORNER OF PARCEL 4270-2 OF SAID RECORD OF SURVEY;

THENCE NORTH 89° 49' 59" EAST ALONG THE SOUTH LINE OF SAID PARCEL 4270-2, A DISTANCE OF 973.37 FEET;

THENCE SOUTH 52° 05' 22" WEST, A DISTANCE OF 1230.76 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING ON THE CENTER LINE OF REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID CENTERLINE OF REDLANDS AVENUE, A DISTANCE OF 823.38 FEET;

THENCE NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE

COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. 46411; OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1816.45 FEET TO A POINT ON THE CENTERLINE OF ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 49' 34" EAST ALONG SAID CENTER LINE, A DISTANCE OF 669.71 FEET; THENCE NORTH 00° 10' 26" WEST, A DISTANCE OF 64.00 FEET;

THENCE NORTH 52° 05' 22" EAST, A DISTANCE OF 2409.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MURRIETA ROAD (60.00 FEET IN WIDTH);

THENCE NORTH 89° 42' 28" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 32, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID MURRIETA ROAD;

THENCE NORTH 00° 17' 32" WEST ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 740.84 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 4270-2;

THENCE NORTH 51° 49' 22" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 4270-2, A DISTANCE OF 340.13 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 365.00 FEET;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38° 20' 39", AN ARC DISTANCE OF 244.27 FEET;

THENCE SOUTH 89° 49' 59" WEST TANGENT TO SAID CURVE AND ALONG THE SOUTH LINE OF SAID PARCEL 4270-2, A DISTANCE OF 1137.54 FEET;

THENCE SOUTH 52° 05' 22" WEST, A DISTANCE OF 1230.76 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

PARCEL 3 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING ON THE CENTER LINE REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST, A DISTANCE OF 823.38 FEET;

THENCE NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. 46411, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1816.45 FEET TO A POINT ON THE CENTERLINE OF ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 49' 34" EAST ALONG SAID CENTER LINE, A DISTANCE OF 669.71 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 10' 26" WEST, A DISTANCE OF 64.00 FEET;

THENCE NORTH 52° 05' 22" EAST, A DISTANCE OF 2409.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MURRIETA ROAD (60.00 FEET IN WIDTH);

EXHIBIT A

THENCE NORTH 89° 42' 28" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 32, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID MURRIETA ROAD;

THENCE NORTH 00° 17' 32" WEST ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 440.71 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 89° 58' 42" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 373.52 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 4270-1 OF SAID RECORD OF SURVEY;

THENCE SOUTH 51° 49' 22" EAST ALONG SAID PARCEL 4270-1, A DISTANCE OF 2566.04 FEET;

THENCE SOUTH 38° 08' 42" WEST, A DISTANCE OF 339.49 FEET;

THENCE SOUTH 41° 33' 24" WEST, A DISTANCE OF 130.70 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 30.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 762.51 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 00° 10' 46" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 58' 12" WEST ALONG SAID SOUTH LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 660.90 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 00° 14' 09" WEST ALONG THE EAST LINE OF SAID EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 44.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 44.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.47 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 00° 15' 51" EAST ALONG SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 44.00 FEET TO A POINT ON SAID CENTER LINE OF ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID CENTERLINE, A DISTANCE OF 330.45 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE SOUTH 89° 49' 34" WEST ALONG THE SOUTH LINE OF SAID SECTION 32 AND ALONG SAID CENTERLINE OF ELLIS AVENUE, A DISTANCE OF 1938.92 FEET TO THE TRUE POINT OF BEGINNING.

APN: 310-170-006, 310-170-007, 310-170-008 and 310-220-050

EXHIBIT A

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

EXHIBIT B

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the City of Perris ("City") has executed an agreement with _____ (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.

EXHIBIT B

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Signature

Date

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

EXHIBIT B

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of Perris ("City") has executed an agreement with _____ (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

EXHIBIT B

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

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 B

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 IDIL Perris North 3, L.P., a California limited liability company ("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:

**IDIL Perris North 3, L.P.,
a California limited liability company**

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 E-2

EXHIBIT "F"

**ESTIMATED DIF FEE OBLIGATION, FUNDS AVAILABLE IN THE PROGRAM,
REIMBURSEMENTS OR FEE CREDIT
TR37998 (DPR 08-01-0007)**

1. Project total Industrial:		
Building 1	1,020,820	SF
Building 2	1,020,657	SF
Building 3	799,522	SF
	+	
	<hr/>	
	2,840,999	SF
2. Project DIF fee obligation:		
Total Square Footage	2,840,999	SF
	x	\$5.232
		<hr/>
		\$14,864,106.77
3. The following facilities are included in the DIF Program:		
Case Road	\$2,992,500.00	
Case Road Bridge	\$2,800,000.00	
Ellis Avenue (Case Rd to 3,300' east of Redlands Ave)	\$2,040,000.00	
Redlands Avenue (4th St to Ellis Ave)	\$1,260,000.00	
Intersections / Signals		
Ellis Avenue and Case Road	\$250,000.00	
Ellis Avenue and Redlands	\$250,000.00	
Case Road and Murrieta	\$250,000.00	
Case Road and Mapes Road	\$250,000.00	
Mapes Road and Bonnie	\$250,000.00	
	+	
		<hr/>
		\$10,342,500.00
4. Construction Costs:		
Case Road and Bridge	\$ 25,426,695.00	
Ellis Avenue (Case Rd to 3,300' east of Redlands Ave)	\$ 10,020,800.00	
Redlands Avenue (4th St to Ellis Ave)	\$ 2,807,300.00	
Intersections / Signals		
Ellis Avenue and Case Road	\$ 472,100.00	
Ellis Avenue and Redlands	\$ 315,200.00	
Case Road and Murrieta	\$ 278,000.00	

Case Road and Mapes Road		\$ 351,000.00
Mapes Road and Bonnie	+	\$ 250,000.00
		<u>\$39,921,095.00</u>

5. Improvement Cost Eligible for Fee Credit

Case Road		\$2,992,500.00
Case Road Bridge		\$2,800,000.00
Ellis Avenue (Case Rd to 3,300' east of Redlands Ave)		\$2,040,000.00
Redlands Avenue (4th St to Ellis Ave)		\$1,260,000.00
Intersections / Signals		
Ellis Avenue and Case Road		\$250,000.00
Ellis Avenue and Redlands		\$250,000.00
Case Road and Murrieta		\$250,000.00
Case Road and Mapes Road		\$250,000.00
Mapes Road and Bonnie	+	\$250,000.00
		<u>\$10,342,500.00</u>

6. Project is expected to pay the following DIF Fees

Project DIF Obligation		\$14,864,106.77
Eligible for Fee Credit	-	\$10,342,500.00
		<u>\$4,521,606.77</u>

MAXIMUM DIF AVAILABLE IN THE PROGRAM

Ellis - Case to Redlands			Ellis - 500 ft east to 1/4 mile east of Murrleta			Ellis - 1/4 mile east of Murrleta to Evans			Evans - Ellis to 900 east		
City	Classification	Arterial	City	Classification	Arterial	City	Classification	Arterial	City	Classification	Arterial
Miles	0.16	Miles	0.09	Miles	0.14	Miles	0.28	Miles	0.28	Miles	0.11
seg size	0.53	seg size	0.38	seg size	0.55	seg size	1.05	seg size	1.05	seg size	0.66
EX LN	2	EX LN	0	EX LN	0	EX LN	0	EX LN	0	EX LN	0
FUT LN	6	FUT LN	6	FUT LN	6	FUT LN	6	FUT LN	6	FUT LN	6
INC LN	4	INC LN	4	INC LN	4	INC LN	4	INC LN	4	INC LN	6
% COMP	0	% COMP	0	% COMP	0	% COMP	0	% COMP	0	% COMP	0
ROADWAY COST	\$ 393,750.00	ROADWAY COST	\$ 236,250.00	ROADWAY COST	\$ 341,750.00	ROADWAY COST	\$ 656,250.00	ROADWAY COST	\$ 656,250.00	ROADWAY COST	\$ 412,500.00
TOTAL COST	\$ 393,750.00	TOTAL COST	\$ 236,250.00	TOTAL COST	\$ 341,750.00	TOTAL COST	\$ 656,250.00	TOTAL COST	\$ 656,250.00	TOTAL COST	\$ 412,500.00
MAX DIF	\$ 393,750.00	MAX DIF	\$ 236,250.00	MAX DIF	\$ 341,750.00	MAX DIF	\$ 656,250.00	MAX DIF	\$ 656,250.00	MAX DIF	\$ 412,500.00

CASE - Ellis to Murrleta			CASE - Murrleta to L215			Redlands - 4th to 7th plus 1000'			Redlands - 7th plus 100' to Ellis		
City	Classification	Secondary Arterial	City	Classification	Secondary Arterial	City	Classification	Secondary Arterial	City	Classification	Secondary Arterial
Miles	1.01	Miles	1.39	Miles	0.44	Miles	0.28	Miles	0.28	Miles	1.13
seg size	2.02	seg size	2.77	seg size	1.76	seg size	2	seg size	2	seg size	2
EX LN	2	EX LN	2	EX LN	2	EX LN	4	EX LN	4	EX LN	4
FUT LN	4	FUT LN	4	FUT LN	4	FUT LN	4	FUT LN	4	FUT LN	4
INC LN	2	INC LN	2	INC LN	2	INC LN	2	INC LN	2	INC LN	2
% COMP	0	% COMP	0	% COMP	0	% COMP	0	% COMP	0	% COMP	0
ROADWAY COST	\$ 1,260,000.00	ROADWAY COST	\$ 1,732,500.00	ROADWAY COST	\$ 551,250.00	ROADWAY COST	\$ 708,750.00	ROADWAY COST	\$ 708,750.00	ROADWAY COST	\$ 708,750.00
TOTAL COST	\$ 1,260,000.00	TOTAL COST	\$ 1,732,500.00	TOTAL COST	\$ 551,250.00	TOTAL COST	\$ 708,750.00	TOTAL COST	\$ 708,750.00	TOTAL COST	\$ 708,750.00
MAX DIF	\$ 1,260,000.00	MAX DIF	\$ 1,732,500.00	MAX DIF	\$ 551,250.00	MAX DIF	\$ 708,750.00	MAX DIF	\$ 708,750.00	MAX DIF	\$ 708,750.00

Traffic Signals			Case Road / Mapes Road			Case Road / Murrleta Road			Mapes Road / Bonnie Road		
City	Classification	Arterial	City	Classification	Arterial	City	Classification	Arterial	City	Classification	Arterial
Redlands/Ellis Avenue	4 Lane Intersection	MAX DIF	Case Road / Mapes Road	4 Lane Intersection	MAX DIF	Case Road / Murrleta Road	4 Lane Intersection	MAX DIF	Mapes Road / Bonnie Road	4 Lane Intersection	MAX DIF
MAX DIF	\$ 250,000.00	MAX DIF	MAX DIF	\$ 250,000.00	MAX DIF	MAX DIF	\$ 250,000.00	MAX DIF	MAX DIF	\$ 250,000.00	MAX DIF

Flood Control	
City	MAX DIF
Case Road Crossing	\$ 2,800,000.00

TOTAL DIF PROGRAMS AVAILABLE \$ 10,342,600.00

EXHIBIT F



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 10, 2022

SUBJECT: TUMF Improvement and Credit/Reimbursement Agreement with IDIL Perris North 3 L.P., for improvements required for Perris Logistics Center North

REQUESTED ACTION: The City Council approve the TUMF Credit Reimbursement Agreement as to form, and authorize the City Manager to execute the Agreement in a form approved by the City Attorney

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

IDIL Perris North 3, L.P. has obtained approvals for the City for entitlements and/or permits for the construction of improvements for the Perris Logistics Center North, which is more particularly described as development of approximately 2,840,999 square feet of industrial/warehouses in three buildings. City has required developer to construct certain Case Road (800' north of Ellis Avenue to I-215) street improvements, including traffic signals, storm drain, railroad crossings, and bridge improvements to accommodate the development of the plan ultimately selected by the developer ("Project"). Case Road and Case Road Bridge are included the Western Riverside Council of Governments (WRCOG) TUMF Nexus Study 2016 update.

The developer's total TUMF obligation for the project is \$2,616,572.93. The TUMF obligation would be offset by \$14,014,746 credit granted by WRCOG for constructing the project. The estimated construction cost for Case Road and Case Road Bridge is \$25,426,695.

The draft agreement is attached in the general form of TUMF credit/reimbursement agreements. 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, the agreement would be brought back to the City Council for further consideration.

BUDGET (or FISCAL) IMPACT:

None to the City. The agreement implements the credit authorization under the TUMF program.

Prepared by: Daniel Marquez, Engineer

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Program

Consent: Yes

Public Hearing:

Business Item:

Presentation:

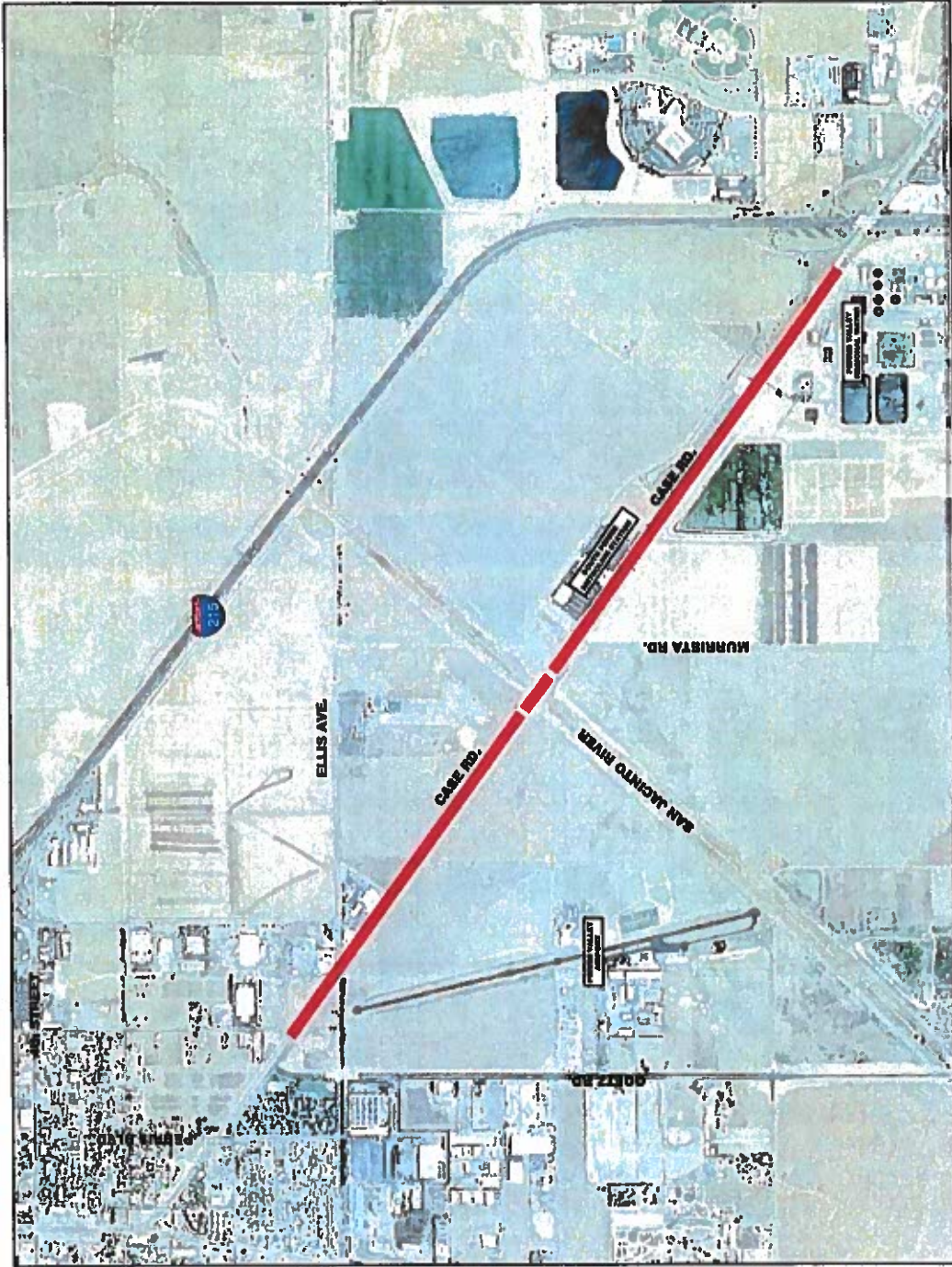
Other:

ATTACHMENT 1

VICINITY MAP

IDIL PERRIS NORTH 3, LP - CITY OF PERRIS IDIL TUMF FACILITY CREDIT REIMBURSEMENT AGREEMENT

VICINITY MAP



LEGEND:
 ROADS TO BE IMPROVED



ATTACHMENT 2

IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

For Use Between Public CITY and Developer
"Master Agreement"

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION 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"), the Western Riverside Council of Governments, a joint powers CITY, ("WRCOG") and IDIL PERRIS NORTH 3, L.P. a limited partnership, with its principal place of business at 840 Apollo Street, Suite 343, El Segundo, CA 90245 ("Developer"). CITY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns 215.7 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 development of approximately 2,840,999 square feet of industrial/warehouses in three buildings, City has required Developer to construct certain Case Road (800' North of Ellis Avenue to I-215) street improvements, including traffic signals, storm drain, railroad crossings, and bridge improvements to accommodate the development of the Plan ultimately selected by the Developer ("Project");

WHEREAS, the CITY is a member CITY of 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, CITY, WRCOG and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF 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 TUMF Improvements and related right-of-way is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

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

TERMS

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

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as Case Road (800' North of Ellis Avenue to I-215) street improvements, including traffic signals, storm drain, railroad crossings, and bridge improvements, 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, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. 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 TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by CITY. Approval by CITY shall not relieve Developer from ensuring that all TUMF 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 TUMF 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 TUMF 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 TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF 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 TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF 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/counties and as required by the procedures and standards of CITY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF 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 TUMF 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 TUMF 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 TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF 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 TUMF 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 TUMF Improvements. All work shall be done and the TUMF 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 TUMF 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 TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. CITY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until CITY approves and accepts them. CITY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF 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 TUMF Improvements. Developer shall maintain all of the TUMF 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 TUMF Improvements or their condition prior to acceptance. In no event shall WRCOG be responsible for the maintenance, operation or care of the TUMF Improvements

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

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF 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 TUMF 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 TUMF Improvements; As-Built or Record Drawings. If the TUMF 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 TUMF Improvements. CITY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by CITY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of CITY without any payment therefore. Notwithstanding the foregoing, CITY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the CITY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF 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 TUMF 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 TUMF 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 TUMF 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 TUMF 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 TUMF 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 TUMF 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 TUMF 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 TUMF 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 TUMF 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 TUMF Improvements, as determined by CITY after Developer has awarded a contract for construction of the TUMF 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 TUMF 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 TUMF 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 TUMF 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 TUMF 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 TUMF 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 TUMF Improvements, or the plans and specifications for the TUMF 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, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, 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 CITY, 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 TUMF Improvements or their condition prior to CITY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees,

and related costs or expenses, and the reimbursement of CITY, WRCOG, their elected officials, board members, 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, WRCOG, their elected officials, board members, 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 form general liability insurance at least as broad as Insurance Services Office Form CG 00 01, or equivalent form, with an occurrence limit of Two Million Dollars (\$2,000,000) and aggregate limit of Four Million Dollars (\$4,000,000) for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance at least as broad as Insurance Services Office Form CA 00 01 (coverage symbol 1 – any auto), 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 TUMF 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 TUMF 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, WRCOG, their elected officials, board members, 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. For Required Insurance provided by Developer's contractors, WRCOG shall be added as an additional insured using ISO CG 2038 or an exact equivalent. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to CITY, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering CITY, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against CITY and WRCOG 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. If such notice of cancellation endorsements are unavailable, Developer shall provide such thirty (30) days' written notice of cancellation.

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 TUMF Credit.

14.1 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. (City's TUMF Ordinance 1186 of the Transportation Uniform Mitigation Fee) as part of the TUMF Program is **Two Million Six Hundred and Sixteen Thousand Five Hundred Seventy-Two and Ninety Three Cents (\$2,616,572.93)** ("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 for the TUMF Improvement. Notwithstanding, this TUMF 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 TUMF in accordance with the provisions of Ordinance No. 1186.

14.3 Credit Offset Against TUMF Obligation. Pursuant to Ordinance No. 1186 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by CITY to offset the TUMF 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 TUMF 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 TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("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 TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF 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 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.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by CITY, Developer shall submit to the CITY Public Works Director the information set forth in the attached Exhibit "C". The CITY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the

TUMF Improvements covered under this Agreement ("Verified Costs"). The CITY Public Works 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. The CITY may request that WRCOG calculate the amount of the Verified Cost. In this case, the CITY shall provide WRCOG written notice and all necessary documentation and allow WRCOG fifteen (15) days to determine costs. CITY will notify the Developer within the previous thirty (30) day deadline

14.5 Reconciliation; Final Credit Offset Against TUMF 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 TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF 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) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the CITY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("TUMF Balance") and Developer shall pay the TUMF Balance in accordance with (insert appropriate reference for city or county) to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF 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 (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by CITY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The CITY's Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and CITY shall direct WRCOG to refund the Developer in accordance with (insert appropriate reference for city or county) (see Exhibit "F" - Example C)

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to CITY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Ordinance No. (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If CITY and WRCOG agree 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, 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 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 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.

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 WRCOG:

Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attention: Executive Director
Telephone: (951) 405-6700
Fax No. (951) 223-9720

City of Perris 101 N. D Street
Perris, CA 92570
Attention: Clara Miramontes
City Manager
Phone (951) 943-6100

To Developer: IDIL Perris North 3, L.P.
840 Apollo Street, Suite 343
El Segundo, CA 90245
Attn: Brian Caris

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 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.

15.9.1 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.

15.9.2 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.

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

15.9.4 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.

15.9.5 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.

15.9.6 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.

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

15.9.8 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:
IDIL Perris North 3, L.P.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENT:**

By: _____

Its: Executive Director- _____

ATTEST:

By: _____

Its: _____

CITY OF PERRIS:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
[ATTACH BEHIND THIS PAGE]

EXHIBIT "A-1"

EXHIBIT A-1

LEGAL DISCRIPTION

TENTATIVE PARCEL MAP NO. 37998, BEING A DIVISION OF THE FOLLOWING:

PARCEL 1:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING ON THE CENTER LINE OF REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID CENTERLINE OF REDLANDS AVENUE, A DISTANCE OF 823.38 FEET;

NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. 46411, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 00° 10' 39" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 753.38 FEET TO THE SOUTHWEST CORNER OF PARCEL 4270-2 OF SAID RECORD OF SURVEY;

THENCE NORTH 89° 49' 59" EAST ALONG THE SOUTH LINE OF SAID PARCEL 4270-2, A DISTANCE OF 973.37 FEET;

THENCE SOUTH 52° 05' 22" WEST, A DISTANCE OF 1230.76 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING ON THE CENTER LINE OF REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID CENTERLINE OF REDLANDS AVENUE, A
EXHIBIT A-2

DISTANCE OF 823.38 FEET;

THENCE NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE

COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. 46411; OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1816.45 FEET TO A POINT ON THE CENTERLINE OF ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 49' 34" EAST ALONG SAID CENTER LINE, A DISTANCE OF 669.71 FEET; THENCE NORTH 00° 10' 26" WEST, A DISTANCE OF 64.00 FEET;

THENCE NORTH 52° 05' 22" EAST, A DISTANCE OF 2409.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MURRIETA ROAD (60.00 FEET IN WIDTH);

THENCE NORTH 89° 42' 28" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 32, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID MURRIETA ROAD;

THENCE NORTH 00° 17' 32" WEST ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 740.84 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 4270-2;

THENCE NORTH 51° 49' 22" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 4270-2, A DISTANCE OF 340.13 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 365.00 FEET;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38° 20' 39", AN ARC DISTANCE OF 244.27 FEET;

THENCE SOUTH 89° 49' 59" WEST TANGENT TO SAID CURVE AND ALONG THE SOUTH LINE OF SAID PARCEL 4270-2, A DISTANCE OF 1137.54 FEET;

THENCE SOUTH 52° 05' 22" WEST, A DISTANCE OF 1230.76 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

PARCEL 3 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID EXHIBIT A-3

CORNER BEING ON THE CENTER LINE REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST, A DISTANCE OF 823.38 FEET;

THENCE NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. 46411, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1816.45 FEET TO A POINT ON THE CENTERLINE OF ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 49' 34" EAST ALONG SAID CENTER LINE, A DISTANCE OF 669.71 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 10' 26" WEST, A DISTANCE OF 64.00 FEET;

THENCE NORTH 52° 05' 22" EAST, A DISTANCE OF 2409.79 FEET TO A POINT ON THE WEST RIGHTOF- WAY LINE OF MURRIETA ROAD (60.00 FEET IN WIDTH);

THENCE NORTH 89° 42' 28" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 32, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID MURRIETA ROAD;

THENCE NORTH 00° 17' 32" WEST ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 440.71 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 89° 58' 42" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 373.52 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 4270-1 OF SAID RECORD OF SURVEY;

THENCE SOUTH 51° 49' 22" EAST ALONG SAID PARCEL 4270-1, A DISTANCE OF 2566.04 FEET;

THENCE SOUTH 38° 08' 42" WEST, A DISTANCE OF 339.49 FEET;

THENCE SOUTH 41° 33' 24" WEST, A DISTANCE OF 130.70 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 30.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 762.51 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 00° 10' 46" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 58' 12" WEST ALONG SAID SOUTH LINE AND ALONG SAID CENTERLINE,
EXHIBIT A-4

A DISTANCE OF 660.90 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 00° 14' 09" WEST ALONG THE EAST LINE OF SAID EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 44.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 44.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.47 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 00° 15' 51" EAST ALONG SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 44.00 FEET TO A POINT ON SAID CENTER LINE OF ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID CENTERLINE, A DISTANCE OF 330.45 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE SOUTH 89° 49' 34" WEST ALONG THE SOUTH LINE OF SAID SECTION 32 AND ALONG SAID CENTERLINE OF ELLIS AVENUE, A DISTANCE OF 1938.92 FEET TO THE TRUE POINT OF BEGINNING.

APN: 310-170-006, 310-170-007, 310-170-008 and 310-220-050

EXHIBIT A-5

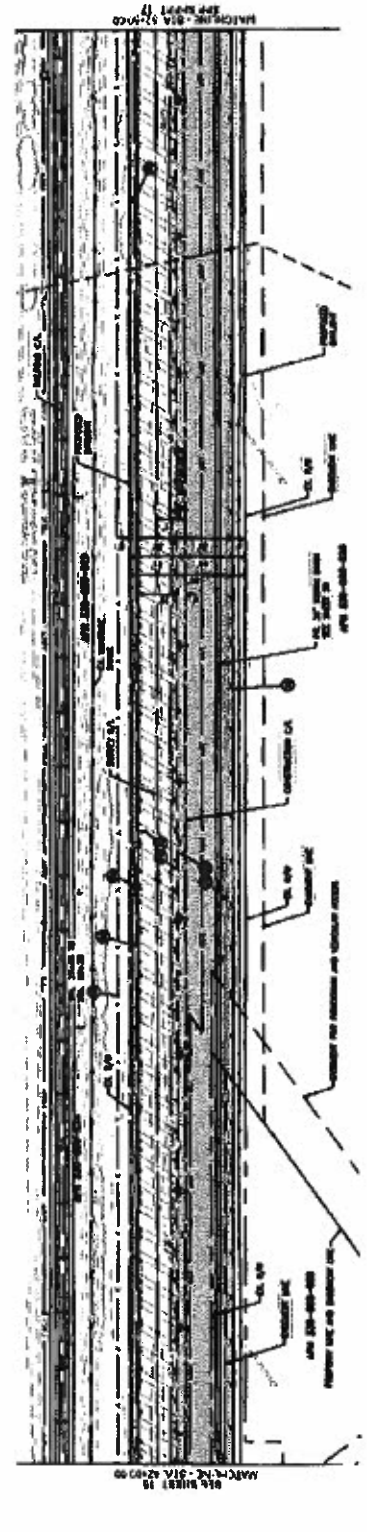
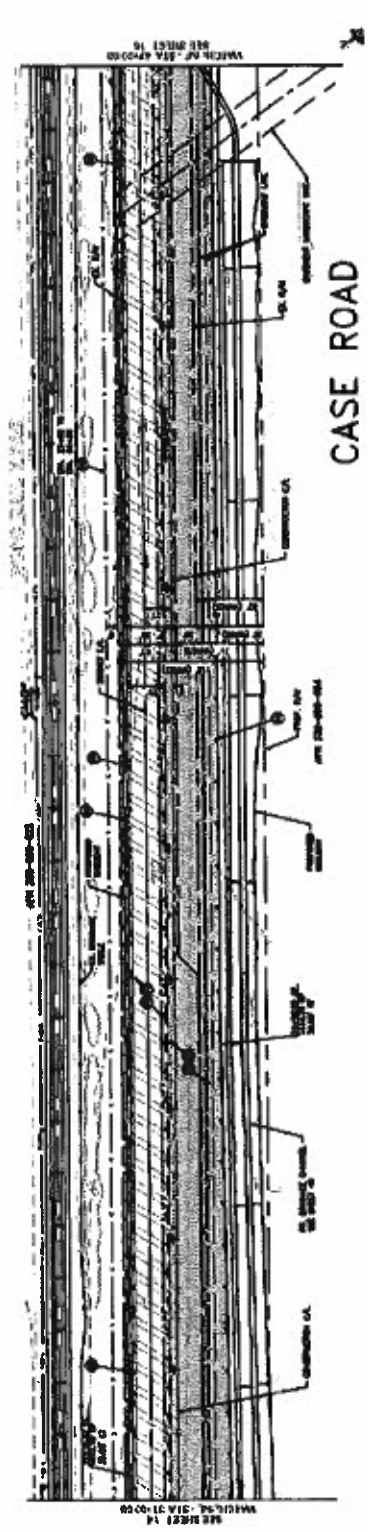
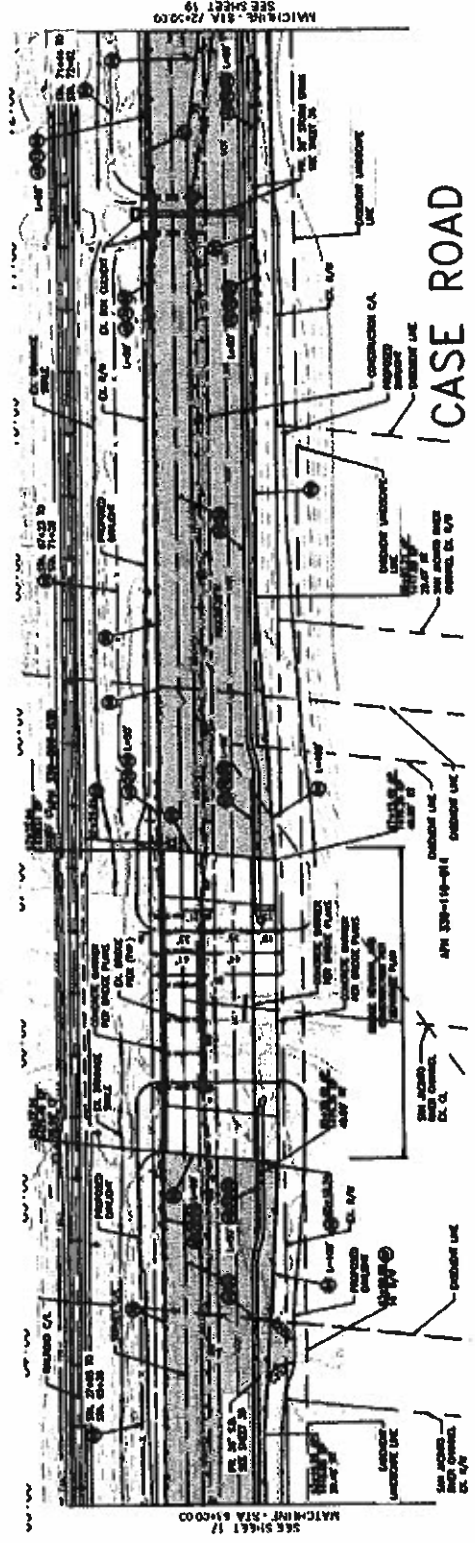
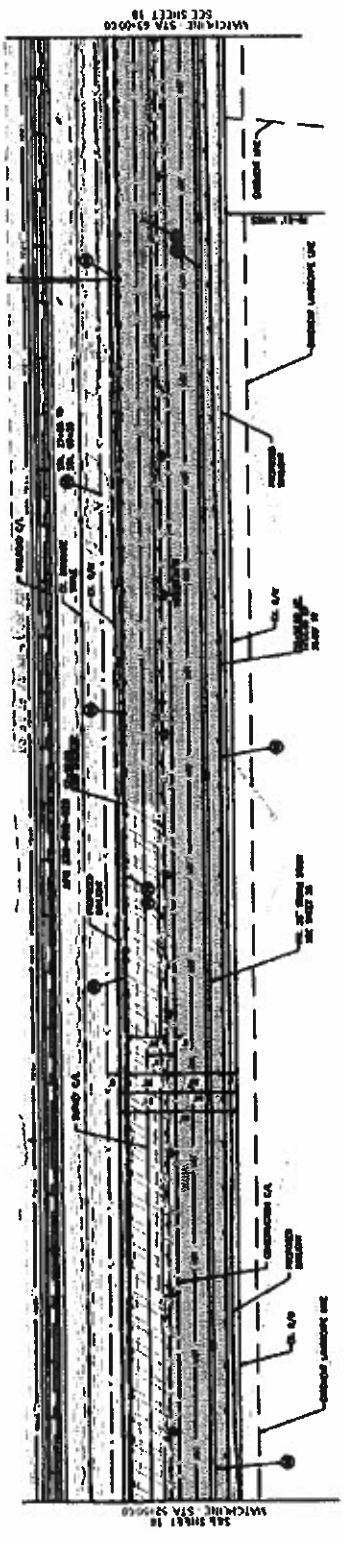
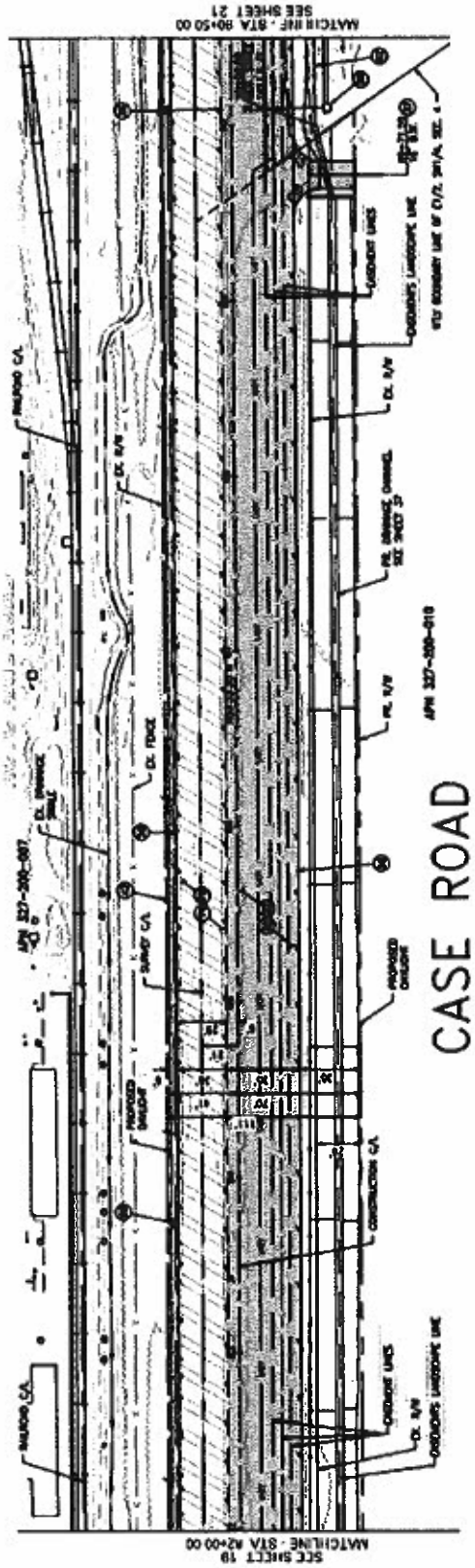
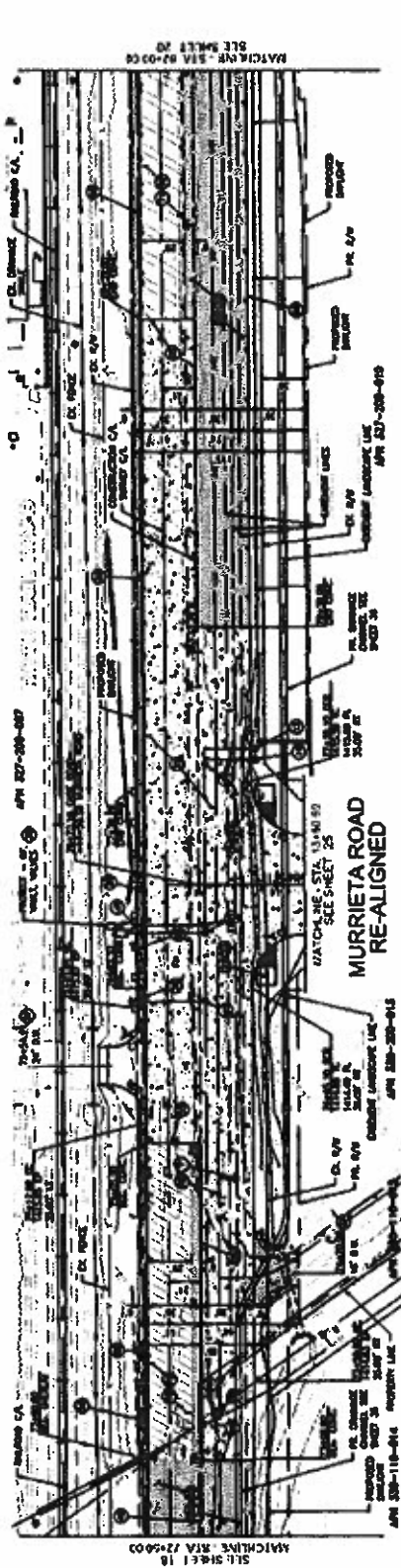


EXHIBIT A-7



CASE ROAD

EXHIBIT A-8



CASE ROAD

MURRIETA ROAD
 RE-ALIGNED

MATCHLINE - STA 21+00.00
 SEE SHEET 21

MATCHLINE - STA 30+00.00

SHEET 18
 MATCHLINE - STA 27+00.00

SHEET 20
 MATCHLINE - STA 29+00.00

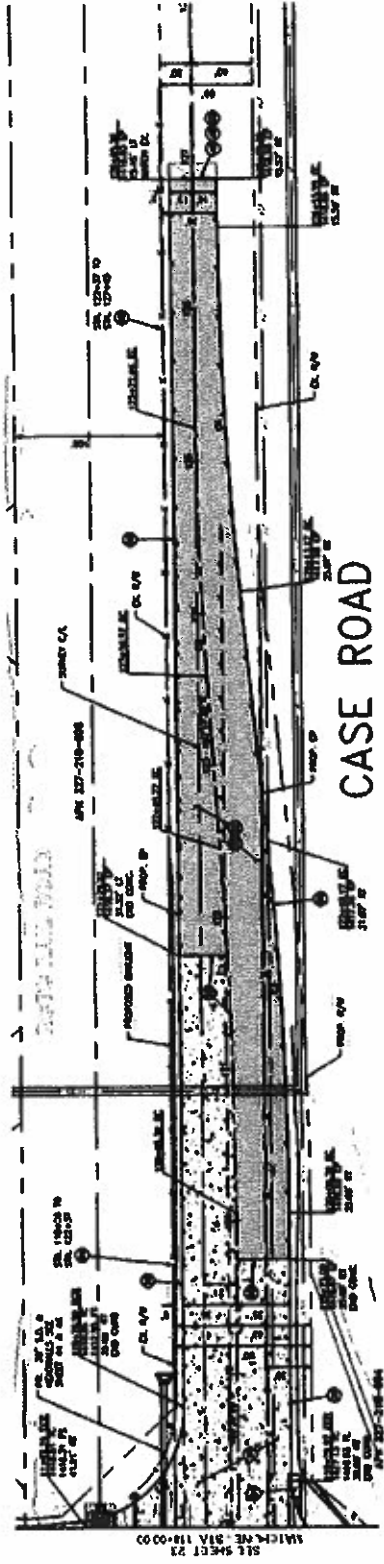
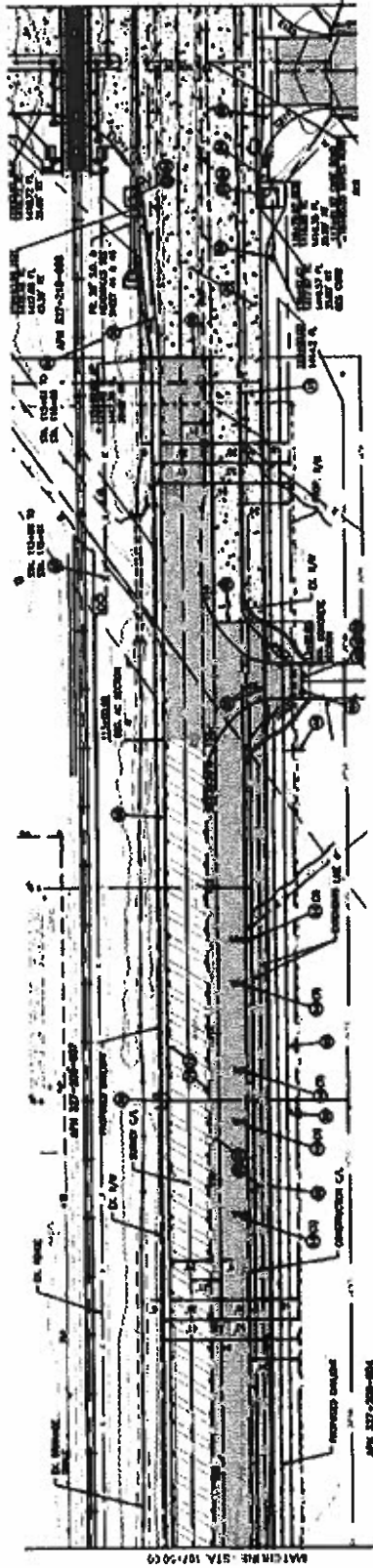


EXHIBIT "B"
FORMS FOR SECURITY
[ATTACHED BEHIND THIS PAGE]

EXHIBIT B-1

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the City of Perris ("CITY") has executed an agreement with IDIL PERRIS NORTH 3, L.P. a limited partnership and IDIL PERRIS LOGISTICS CENTER NORTH, L.P., a limited partnership, with its principal place of business at 840 Apollo Street, Suite 343, El Segundo, CA 90245 (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 TUMF 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.

EXHIBIT B-2

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me,

_____ Date

Here Insert Name and Title of the Officer

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.

Signature _____ Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title of Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator

- Partner - Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator

EXHIBIT B-4

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

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 B-5

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of Perris ("CITY") has executed an agreement with IDIL PERRIS NORTH 3, L.P. a limited partnership and IDIL PERRIS LOGISTICS CENTER NORTH, L.P., a limited partnership, with its principal place of business at 840 Apollo Street, Suite 343, El Segundo, CA 90245 (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 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required

EXHIBIT B-6

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 8024, 8400, 8402, 8404, 8430, 9100 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

EXHIBIT B-7

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me,

_____)
Date

Here Insert Name and Title of the Officer

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.

Signature _____)
Signature
_____)
Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title of Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Corporate Officer -- Title(s): _____

Partner - Limited General

Partner - Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

EXHIBIT B-8

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

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 B-9

EXHIBIT "C"

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

To assist CITY in determining the Verified Costs for a completed TUMF Improvement, Developer shall provide the following documents to CITY:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. If Developer is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvement. Only actual, documented and reasonable costs directly related to the TUMF Improvement will be considered. Costs should be documented as specified below.
3. Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the CITY, or applicable public CITY. The appraisal must be approved by the CITY as valid and acceptable.
4. List of bidders from whom bids were requested;
5. Construction schedules and progress reports;
6. Contracts, insurance certificates and change orders with each contractor, consultant, service provider or vendor;
7. Invoices received from all contractors, consultants, service providers and vendors;
8. Canceled checks for payments made to contractors, consultants, service providers and vendors (copy both front and back of canceled checks);
9. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
10. Final lien releases from each contractor and vendor; and
11. Such further documentation as may be reasonably required by CITY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT C-1

EXHIBIT "D"

**REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the City of Perris "a California municipal corporation" FOR CITY OR "a subdivision of the State of California" FOR ("CITY"), the Western Riverside Council of Governments ("WRCOG"), a Joint Powers CITY and IDIL PERRIS NORTH 3, L.P. a limited partnership and IDIL PERRIS LOGISTICS CENTER NORTH, L.P., a limited partnership, with its principal place of business at 840 Apollo Street, Suite 343, El Segundo, CA 90245 ("Developer"). CITY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, CITY, WRCOG and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation 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 TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and CITY accepts the TUMF 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 TUMF Obligation, Developer may apply to CITY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF 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 and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, (insert appropriate reference for city or county), and 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, 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 TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. CITY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). WRCOG shall, upon receipt and approval of information requested by WRCOG, shall be responsible for 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 TUMF 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 TUMF Administrative Plan adopted by WRCOG.

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 TUMF Improvements are completed and accepted by CITY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG 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 WRCOG through 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.

EXHIBIT D-2

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]

EXHIBIT D-3

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

**IDIL PERRIS NORTH 3, L.P.
("Developer")**

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

City of Perris

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT D-4

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:

- (a) Prepare a separate bid package for the TUMF 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 TUMF 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 TUMF Improvement and Credit Agreement executed between CITY and Developer ("Agreement"), Developer shall provide the CITY and WRCOG 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 and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the CITY's acceptance of any completed TUMF 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 TUMF 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 TUMF 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 TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.

(e) Developer shall have provided CITY a copy of the As-Built plans for the TUMF 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 TUMF Improvements.

(g) Developer shall have submitted a documentation package to the CITY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

(i) Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.

(ii) If DEVELOPER is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvements. Only actual, documented and reasonable costs directly related to the TUMF Improvements will be considered. Costs should be documented as specified below.

(iii) Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the CITY, or applicable public CITY. The appraisal must be approved by the CITY as valid and acceptable.

(iv) Contracts/agreements, insurance certificates and change orders with each vendor or contractor.

(v) Invoices from all contractors, consultants, service providers and vendors.

(vi) Copies of cancelled checks, front and back, for payments made to contractors, consultants, service providers and vendors.

(vii) Final lien releases from each contractor and vendor (unconditional waiver and release).

(viii) Certified contract workers payroll for CITY verification of compliance with prevailing wages.

(ix) 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. See

attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE
REFERENCE TO ATTACHED SAMPLE

EXHIBIT "F"

**ESTIMATED TUMF FEE OBLIGATION, FUNDS AVAILABLE IN THE PROGRAM,
REIMBURSEMENTS OR FEE CREDIT
TR37998 (DPR 08-01-0007)**

1 Project total Industrial:		
Building 1	1,020,820	SF
Building 2	1,020,657	SF
Building 3	+	799,522 SF
	2,840,999	SF
 2 Project TUMF fee obligation:		
TUMF fee obligation per WRCOG High-Cube Fee Calculations	\$	2,616,572.93
 3 The following facilities are included in the TUMF Program:		
Case Road (800' North of Ellis Avenue to I215) Including Bridge Construction	\$	14,014,746.00
	\$	14,014,746.00
 4 Construction Costs:		
Case Road (800' North of Ellis Avenue to I215)	\$	25,426,695.00
	\$	25,426,695.00
 5 Improvement Cost Eligible for TUMF Fee Credit		
Case Road (800' North of Ellis Avenue to I215)	\$	14,014,746.00
	\$	14,014,746.00
 6 Project is expected to pay the following TUMF Fees		
Project TUMF Obligation	\$	2,616,572.93
 7 Preliminary Cost / Eligible for Fee Credit		
Remaining TUMF Fees	\$	14,014,746.00
TUMF Reimbursement	-	\$ 2,616,572.93
	\$	11,398,173.07

FUNDING AVAILABLE IN TUMF TO BE CONSTRUCTED

CASE ROAD NORTH OF GOETZ TO I-215	
AREA PLAN	CENTRAL
City	PERRIS
Network	BACKBONE
Miles	2.24
EX LN	2
PUT LN	4
INC LN	2
% COMP	0%
TOPO	1
LAND USE	2
INTER CHG	0
BRDG	0
RRX	0
NEWLN COST	\$ 3,211,932.00
ROW COST	\$ 10,712,136.00
INTCHG COST	
BRDG COS	
RRX COST	
PLNG	\$ 321,193.00
ENG	\$ 802,983.00
CONTIG	\$ 1,392,107.00
TOTAL COST	\$ 16,440,651.00
MAXIMUM TUMF SHARE	\$ 13,500,746.00

CASE ROAD BRIDGE	
AREA PLAN	CENTRAL
City	PERRIS
Network	BACKBONE
Miles	0
EX LN	2
PUT LN	4
INC LN	2
% COMP	0
TOPO	1
LAND USE	2
INTER CHG	0
BRDG	122
RRX	0
NEWLN COST	\$ -
ROW COST	\$ -
INTCHG COST	\$ -
BRDG COS	\$ 805,000.00
RRX COST	\$ -
PLNG	\$ 81,000.00
ENG	\$ 201,000.00
CONTIG	\$ 81,000.00
TOTAL COST	\$ 1,168,000.00
MAXIMUM TUMF SHARE	\$ 514,000.00

Summary	
TOTAL COST FOR BOTH	\$ 17,608,651.00
MAX TUMF BOTH	\$ 14,014,746.00

EXHIBIT F



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 10, 2022

SUBJECT: Consideration to continue Tele/Video-Conference Meetings During COVID-19 State of Emergency pursuant to the provisions of AB 361.

REQUESTED ACTION: That the City Council Adopt Resolution Number (next in order) Making Findings Pursuant to Assembly Bill 361 that the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safely in Perris for the Period beginning May 10, 2022 through June 9, 2022

CONTACT: Saida Amozgar, Director of Administrative Services

BACKGROUND/DISCUSSION:

In March of 2020, at the onset of the COVID-19 pandemic, Governor Newsom proclaimed a State of Emergency in California, and issued Executive Order N-25-20 to facilitate the ability of legislative bodies to meet using remote/virtual platforms to comply with health orders. Since that time, several other executive orders were issued that further modified the requirements related to the conduct of teleconferenced meetings during the state of emergency.

These executive orders allowed the City Council, Planning Commission, and other City Committees that are subject to the Brown Act to modify how meetings were conducted to protect the health and safety of staff and the public while ensuring transparency and accessibility for open and public meetings. However, those executive orders were set to expire on October 1, 2021.

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021, to correspond with the timing of expiration of the executive orders. AB 361 provides agencies the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements beyond September 30, 2021. The provisions of AB 361 will expire effective January 1, 2024.

On October 12, 2021, the City Council adopted Resolution Number 5863, finding the existence of the criteria necessary to rely on the special teleconferencing provisions provided by AB 361, including the existence of a proclaimed State of Emergency and that local officials have imposed or recommended measures to promote social distancing.

On November 9, 2021, November 30, 2021, December 14, 2021, January 11, 2022, February 8, 2022, March 8, 2022, March 29, 2022 and April 26, 2022 the City Council adopted Resolution

Number 5871, Resolution Number 5886, Resolution Number 5891, Resolution Number 5895, Resolution Number 5929, Resolution Number 5939, Resolution Number 5955 and Resolution Number 5970 respectively, finding the continued existence of the criteria necessary to rely on the special teleconferencing provisions provided by AB 361, including the existence of a proclaimed State of Emergency, and that local officials have imposed or recommended measures to promote social distancing.

By adopting this resolution, the City Council has considered the circumstances of the proclaimed State of Emergency and finds that the State of Emergency continues to directly impact the ability of the members to meet safely in person, and state or local officials continue to impose or recommend measures to promote social distancing.

The Proposed Resolution Number (next in order) will remain in effect for a period of 30 days, May 10, 2022 through June 9, 2022. The City Council of the City of Perris meets on the second and last Tuesday of each month. This month contains 5 Tuesdays. In order to provide coverage, without interruption, it is necessary to bring the resolution to the City Council for adoption more frequently than usual. If the City Council wishes to continue meeting under modified Brown Act requirements under AB 361 after 30 days, the Resolution must be renewed.

BUDGET (or FISCAL) IMPACT: There is no impact to the budget for this item.

Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager SR

Attachments: 1. Resolution Number (next in order)

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

ATTACHMENT 1

Resolution Number (next in order)

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MAKING FINDINGS THAT PURSUANT TO ASSEMBLY BILL 361 THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PERRIS FOR THE PERIOD BEGINNING MAY 10, 2022 AND ENDING JUNE 9, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the City of Perris is committed to preserving and nurturing public access and participation in meetings of its legislative bodies; and

WHEREAS, all meetings of the City of Perris's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City of Perris, specifically, a state of emergency has been proclaimed by the Governor of the State of California on March 4, 2020 in response to the global outbreak of the novel Coronavirus disease ("COVID-19"); and

WHEREAS, on March 31, 2020 the City Council of the City of Perris ratified the proclamation of a Local Emergency proclaimed on March 24, 2020 by the Director of Emergency Services in response to COVID-19; and

WHEREAS, meeting in person would present a risk of imminent danger to the health and safety of attendees due to the continued impact of the COVID-19 pandemic; and

WHEREAS, the City Council previously adopted Resolution Number 5863 on October 12, 2021, finding that the requisite conditions exist for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

WHEREAS, the City Council previously adopted Resolution Number 5871 on November 9, 2021, Resolution Number 5886 on November 30, 2021, Resolution Number 5891 on December 14, 2021, Resolution Number 5896 on January 11, 2022, Resolution Number 5929 on February 8, 2022, Resolution Number 5939 on March 8, 2022, Resolution Number 5955 on March 29, 2022 and Resolution Number 5970 on April 26, 2022 finding that the requisite conditions continued to exist for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

WHEREAS, as a condition of extending the use of the remote teleconference meeting procedures provided in Government Code section 54953(e), the City Council must reconsider the circumstances of the state of emergency, and as of the date of this Resolution, the City Council has done so; and

WHEREAS, a state of emergency persists, as initially identified and described by the Governor in the proclamation of the existence of a state of emergency for the State of California issued as a result of the threat of COVID-19;

WHEREAS, the contagious nature of COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the City of Perris that are likely to be beyond the control of services, personnel, equipment, and facilities of the City of Perris, and thereby reaffirms, reauthorizes, and continues the existence of a local emergency and re-ratifies the proclamation of a state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the City Council of the City of Perris does hereby find that the legislative bodies of the City of Perris shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City of Perris offers the option of teleconferencing to ensure access for the public to attend meetings.

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

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

Section 2. Proclamation of Local Emergency. On March 31, 2020 the City Council of the City of Perris ratified the proclamation of a Local Emergency proclaimed on March 24, 2020 by the Director of Emergency Services.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The City Council hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Circumstances of Proclaimed State of Emergency. The City Council has hereby reconsidered the circumstances of the Proclaimed State of Emergency and finds that the State of Emergency continues to directly impact the ability of the members to meet safely in person and state or local officials continue to impose or recommend measures to promote social distancing.

Section 5. Remote Teleconference Meetings. The staff, City Manager, and legislative bodies of the City of Perris are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 6. Effective Date of Resolution. This Resolution shall take effect on May 10, 2022 and shall be effective until the earlier of (i) June 9, 2022, which is 30 days from the adoption of this Resolution, or (ii) such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Perris may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

ADOPTED, SIGNED and APPROVED this 10th day of May, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number xxxx was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 10th day of May 2022, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 10, 2022

SUBJECT: General Municipal Election Resolutions for November 8, 2022

REQUESTED ACTION: ADOPT Resolution Number (next in order) calling a Municipal Election to be held on November 8, 2022; and ADOPT Resolution Number (next in order) approving regulations pertaining to Candidate Statements.

CONTACT: Saida Amozgar, Director of Administrative Services

BACKGROUND/DISCUSSION:

In order to initiate the election process for a general municipal election to be held on Tuesday, November 8, 2022, for the election of certain Municipal Officers, two resolutions are presented for consideration by the City Council. These two resolutions are required pursuant to the provisions of law relating to elections in General Law Cities, in the State of California.

The first resolution calls and gives notice of the General Municipal Election to be held on November 8, 2022, for the election of the position of two members of the City Council (1 open seat for District 1 and 1 open seat for District 3) and the position of City Clerk and requesting that the County Board of Supervisors consolidate the General Municipal Election with the statewide general election to be held on the same date.

The second resolution adopts regulations pertaining to candidate's statements to be submitted to the electorate prepared by any candidate for a municipal election, including the costs of such materials, foreign language translations as required by state law, and provision that the candidate's statements be 200 words (the City Council may authorize an increase from 200 words to 400 words, pursuant to Election Code § 13307(a)(1), however, this would result in an additional cost to the candidate).

It is recommended that the City Council adopt Resolution Number (next in order) calling a Municipal Election to be held on November 8, 2022 and adopt resolution Number (next in order) approving regulations pertaining to Candidate Statements.

BUDGET (or FISCAL) IMPACT: The cost of the election of Municipal Officers has been estimated by the Riverside County Registrar of Voters to be \$122,000.00 to \$132,000.00. \$121,000.00 is included in the 2022/2023 adopted budget.

Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager *ER*

- Attachments: 1. Resolution Calling Election
2. Resolution-Candidate Statements

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

ATTACHMENT 1

Resolution-Calling the Election

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, CALLING FOR, AND GIVING NOTICE OF, THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; AND, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO § 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022, for the election of Municipal Officers; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to be held on the same date and that within the City of Perris the precincts, polling places and election officers of the two elections be the same, and that the county elections department of the County of Riverside canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

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

Section 1. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Perris, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing one (1) Member of the City Council from Council District 1 and one (1) Member of the City Council from Council District 3 for the full term of four (4) years and for the purpose of electing the City Clerk for a full term of four (4) years.

Section 2. That pursuant to the requirements of California Elections Code section 10403, the Board of Supervisors of the County of Riverside is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of electing one (1) Member of the City Council from Council District 1 and one (1) Member of the City Council from Council District 3 for the full term of four (4) years and for the purpose of electing the City Clerk for a full term of four (4) years.

Section 3. That the ballots to be used at the Election shall be in form and content as required by law.

Section 4. That the City Clerk is authorized, instructed and directed to coordinate with the Registrar of Voters of the County of Riverside (“Registrar”) to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election; and, further that, pursuant to the consolidation request herein, the City of Perris requests the Registrar to perform, and which such officer is hereby authorized and directed to perform, the following specified services: the preparation, printing and mailing of sample ballots and polling place cards; the establishment or appointment of precincts, polling places and election officers; the furnishing and mailing of ballots, voting booths and other necessary supplies or materials for polling places; and the performance of such other election services as may be requested by the City Clerk which may be necessary in order to properly and lawfully conduct the said Election, as more specifically detailed in Exhibit A of this Resolution.

Section 5. That the Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used, and the Registrar is authorized to canvass the returns of the General Municipal Election and furnish the results of such canvassing to the City Clerk of the City of Perris, as provided by law. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

Section 6. That the City Council of the City of Perris, pursuant to California Elections Code section 320, hereby designates Nancy Salazar, City Clerk, or her designee, as the City of Perris Elections Official for purposes of this election and its related process.

Section 7. That the Board of Supervisors of the County of Riverside is requested to issue instructions to the Registrar to take any and all steps necessary for the holding of the consolidated election.

Section 8. The City of Perris recognizes that additional costs will be incurred by the County of Riverside by reason of this consolidation, and agrees to reimburse the County of Riverside for services rendered, upon presentation of a properly detailed invoice to the City Clerk of the City of Perris.

Section 9. That the polls for said Election shall be opened at seven o’clock a.m. (7:00 a.m.) of the day of said Election and shall remain open continuously from said time until eight o’clock p.m. (8:00 p.m.) of the same day, when said polls shall be closed, pursuant to California Elections Code section 10242, except as provided in California Elections Code section 14401.

Section 10. That in all particulars not recited in this Resolution, said Election shall be held and conducted as provided by law for holding municipal elections in said City and that pursuant to California Elections Code sections 10403 and 10418, the City Council of the City of Perris hereby acknowledges that the consolidated election shall be held and conducted in the

manner prescribed in California Elections Code section 10418 and in accordance with the provisions of law regulating the statewide election.

Section 11. That the City Clerk of the City of Perris is hereby directed to file a certified copy of this Resolution with the Registrar of Voters of the County of Riverside.

Section 12. That the notice of time and place of holding said Election is hereby given and the City Clerk is authorized, instructed and directed to give such further or additional notice of said Election, in time, form and manner as required by law.

Section 13. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the City of Perris; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of the City of Perris, in the minutes of the meeting at which same is passed and adopted.

ADOPTED, SIGNED and APPROVED this 10th day of May, 2022.

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 (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 10th day of May, 2022, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

EXHIBIT A

Detailed list of services to be provided by the Riverside County Registrar of Voters:

- 1) Prepare all up-to-date election process forms.**
- 2) Provide signature verification services for all nomination papers.**
- 3) Prepare sample ballot materials including candidate statements and translations for review by the City Clerk, prior to distribution.**
- 4) Distribute sample ballots to all qualified City of Perris registered voters.**
- 5) Establish polling places/vote centers for voting precincts.**
- 6) Provide voting equipment, ballot boxes, ballots, and all other necessary supplies and paraphernalia, for each established polling place/vote center.**
- 7) Select, train and issue payment to poll workers and alternate poll workers as required by law for each polling place/vote center established. The City shall have the opportunity to review the final list of poll workers assigned to serve in City precincts/vote centers.**
- 8) Provide training for "Range Inspectors" hired by the County to provide technical support on Election Days.**
- 9) Provide an alphabetical listing of each voter in the City, including their appropriate polling place/vote center location, on CD if available.**
- 10) Provide the necessary voter registration lists for all polling/vote center locations.**
- 11) Publish and post required notices regarding polling places/vote centers and poll workers.**
- 12) Provide the County tabulation equipment and the qualified and trained County personnel to operate the same.**
- 13) Provide County personnel for security during the ballot counting and tabulation process.**
- 14) Provide sufficient personnel to deliver, process, count and tabulate the ballots on the night of the general municipal election.**
- 15) Distribute and process all vote by mail ballots.**
- 16) Distribute and process all provisional ballots.**
- 17) Prepare and deliver the election returns of the votes cast at the general municipal election to the Perris City Clerk, to enable the City Clerk to canvass the returns and declare the results.**
- 18) Provide voting precinct maps for use by the City Clerk's Office and City poll workers, in assisting voters to determine their precinct polling/vote center locations.**
- 19) Provide itemized written Invoice prior to December 31, 2022.**

ATTACHMENT 2

Resolution-Candidate Statements

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, PERTAINING TO CANDIDATE'S STATEMENTS SUBMITTED TO THE ELECTORATE AND THE COSTS THEREOF FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON NOVEMBER 8, 2022.

WHEREAS, the City Council called and gave notice of a General Municipal Election to be held on Tuesday, November 8, 2022;

WHEREAS, California Elections Code section 13307 provides that the governing body of any local agency adopt regulations pertaining to materials to be submitted to the electorate prepared by any candidate for a municipal election, including costs thereof;

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

Section 1. General Provisions. That pursuant to California Elections Code section 13307, each candidate for elective office to be voted for in the General Municipal Election to be held in the City of Perris on November 8, 2022, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The form, contents, and distribution of this statement shall comply with California Elections Code sections 13307 – 13312. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate herself or himself. Such statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. Such statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed and may be withdrawn until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2. Foreign Language Policy.

A. Pursuant to the Federal Voting Rights Act, candidate's statements will be translated into all languages required by law for the City of Perris in the County of Riverside, California.

B. The County will mail separate sample ballots and candidate statements in those languages required by law for the City of Perris to only those voters who are on the county voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and candidates statements in the required languages available at all polling places, on the County's website, and in the City Election Official's office.

Section 3. Payment.

A. Translations. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) and (B) of Section 2 above pursuant to Federal and/or State law.

B. Printing. The candidate shall be required to pay the cost of printing the candidate's statement in the voter's pamphlet in all required languages pursuant to Federal and State law. The City Clerk shall estimate the total cost of printing, handling, translating and mailing the candidate's statement filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the City his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate. The City Clerk shall bill each candidate for any cost in excess of the deposit and shall refund any unused portion of any deposit.

Section 4. Miscellaneous.

A. All translations shall be provided by professionally-certified translators.

B. Pursuant to California Elections Code sections 13307(a)(3) and 13307(b)(1) the statement of each candidate shall be printed in type of uniform size, darkness, and with uniform spacing.

C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

Section 5. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

Section 6. That no candidate will be permitted to include additional materials in the sample ballot package.

Section 7. That all previous resolutions establishing council policy on candidate's statements are repealed.

Section 8. That this resolution shall apply only to the election to be held on Tuesday, November 8, 2022, and shall then be repealed.

Section 9. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make

a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

ADOPTED, SIGNED AND APPROVED this 10th day of May, 2022.

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 thereof held the 10th day of May, 2022, and that it was so adopted by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: May 10, 2022

SUBJECT: Award Contract to Chrisp Company for the City of Perris GEAR Bike Lane Expansion II Project

REQUESTED ACTION: That the City Council 1) Adopt plans and specifications for the GEAR Bike Lane Expansion II Project; 2) Award a contract to Chrisp Company, Contractor, for a total bid amount of \$107,445 for the installation of the GEAR Class III Bike Lane Striping and Signage, Hand Sanitizer Station, Bike Rack and Bike Repair Station; 3) Approve a 5% Project Contingency; and 4) Authorize the City Manager to Execute Project-related Documents, approved as to form by the City Attorney

CONTACT: Sabrina Chavez, Director of Community Services *SC*

BACKGROUND/DISCUSSION:

The City of Perris expanded the Getting Everyone to Actively Ride (GEAR) program in 2019 with the vision to reduce the carbon footprint in Perris, reduce greenhouse gas emissions, and provide a culture of bike-friendly roads by promoting active transportation for residents and visitors. In 2020, through Community Development Block Grant (CDBG) funding, the Public Health Division completed the GEAR Bike Lane Project Phase I installation of 6.6 miles of class III bike lanes, installation of bike repair stations, hand sanitizer stations, and bike racks throughout downtown Perris. In 2021, the Public Health Division applied and was awarded CDBG funding for the completion of the second phase of the GEAR class III bike lanes project in downtown Perris.

The GEAR Bike Lane Expansion II Project includes the development of 5.1 miles of Class III bike lanes and the installation of one bike rack, one hand sanitizer station and one bike repair station at Mercado Park. The proposed project will improve infrastructure in the CDBG target area, support positive health outcomes and the continued revitalization of low- and moderate-income neighborhoods, aligning with the City's Trails Master Plan to develop safer bikeways for both recreational and commuter uses. The Class III bikeway consists of a route that is shared by bicyclists and cars. The lane will be marked with signs, sharrow stencils painted in the traffic lane, route signage, directional, distance signage and traffic signals coordinated for cyclists. Staff coordinated with City Engineer Department to propose routes for the project and ensure no conflicts with any City improvement projects. Class III bikeways are proposed as follows and as depicted on Attachment 1:

- Beginning at the intersection of "San Jacinto Ave." and "Perris Blvd."
- heading west on "San Jacinto Ave." to "C St."

- "C St." to "4th St."
- "San Jacinto Ave" to "D St."
- "D St." to "7th St."
- "7th St." to "S A St."
- " D St." to "11th St."
- "11th St." to "S A St."
- "Mountain Ave." to "Mapes Rd."

The project was published on Active Bidder on February 16, 2022, a pre-bid meeting was held on March 9, 2022, and the project closed on March 30, 2022. On March 30, 2022, a total of two bids were submitted. The first bid was received from Chrisp Company, with a bid amount of \$110,445; and the second bid was received from Superior Pavement Markings, Inc., with a bid amount of \$132,193. Active Bidder published the lowest bid submitted by Chrisp Company, with a bid amount of \$110,445. Due to increased demand of products and delayed shipping, City staff directly purchased items from the project bid scope, including, one hand sanitizer station, one bike rack, and one bike repair station, and therefore, recommending a contract award to Chrisp Company for the amount of \$107,445 for project installation only.

Staff respectfully recommends that the City Council award a contract to Chrisp Company, Contractor, for a total bid amount of \$107,445 for the GEAR Bike Lane Expansion II Project. Project related costs are covered through approved CDBG funding.

BUDGET (or FISCAL) IMPACT:

Costs associated with the project will be funded through the Community Development Block Grant, project number S131152-8404.

Prepared by: Crystal Lopez, Public Health Supervisor 

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager 

Attachments: 1. GEAR Class III Bike Route Exhibit
 2. Bid Summary
 3. Draft Chrisp Company Contract Services Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

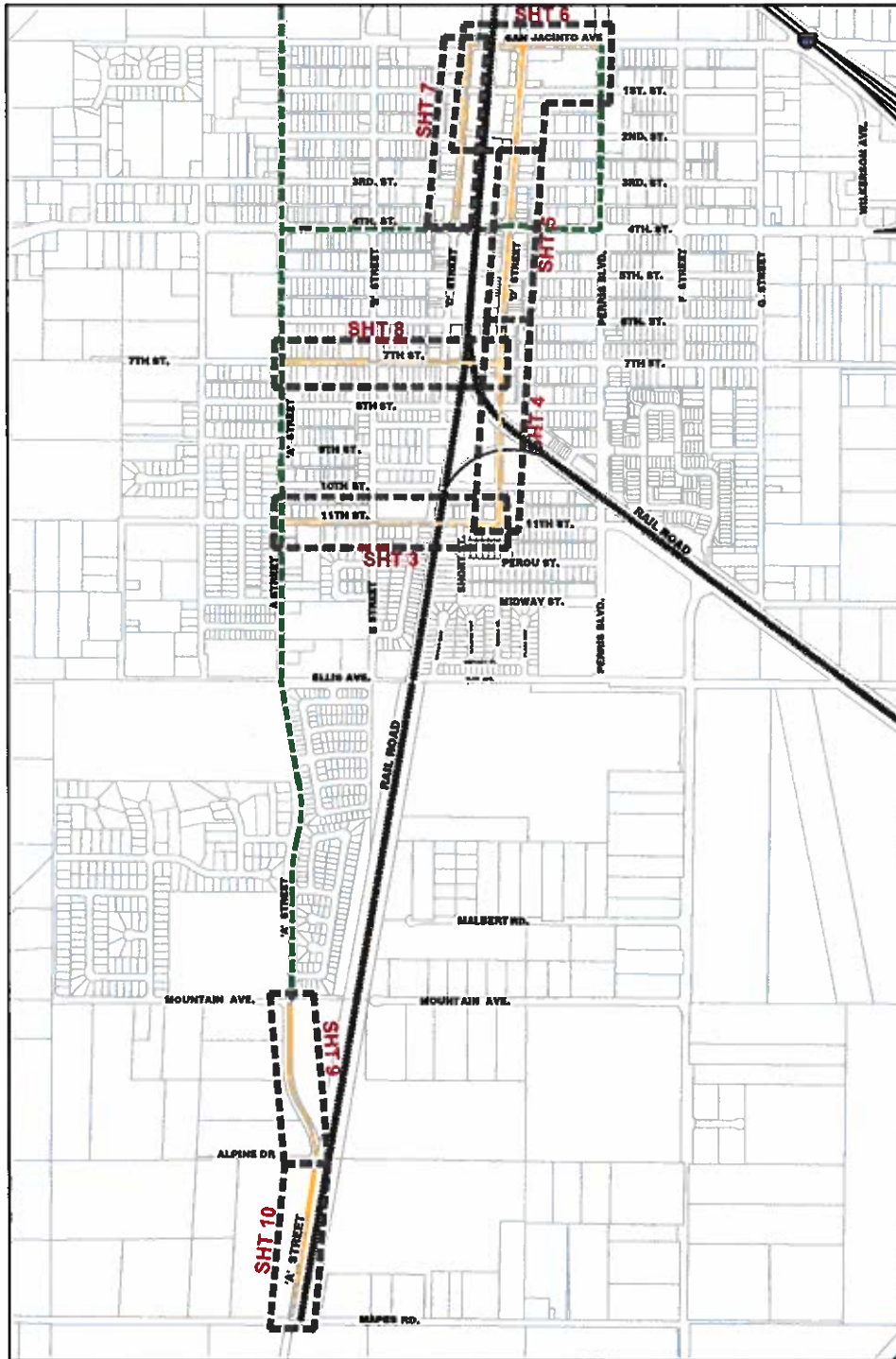


CITY OF PERRIS
COMMUNITY SERVICES

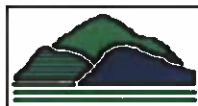
**ATTACHMENT 1:
GEAR CLASS III BIKE ROUTE EXHIBIT**

FISCAL YEAR 21/22 CDBG G.E.A.R. CLASS III BIKE ROUTE EXHIBITS

LOCATION MAP



Sheet 1 of 10



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
S.C. - DATE: 01/04/22

LEGEND:


- PROPOSED (CDBG) - CLASS III BIKE LINE - 5.1 miles
- COMPLETED - CLASS III BIKE LANES - 6.6 MILES - FY 19/20



FISCAL YEAR 21/22 CDBG G.E.A.R. CLASS III BIKE ROUTE EXHIBITS


SIGNS

①




R4-11

②




D11-1

④




M4-14

⑤




M4-6

⑥




M5-1(R)

⑦




M5-1(L)

⑧




M6-4

⑨




M6-6(R)

⑩




M6-6(L)

⑬

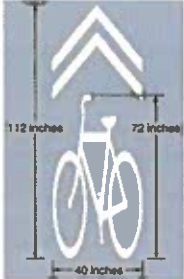


M6-3

③



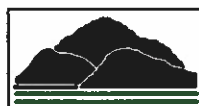
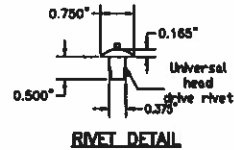
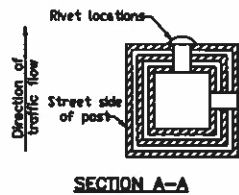
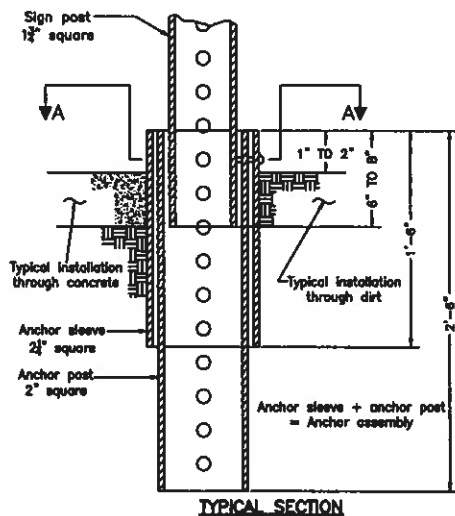
**SHARE LANE MARKING
WITH GREEN BACKGROUND**
N.T.S.



9C-9

SIGN POST DETAIL

N.T.S.



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
S.C. - DATE: 01/04/22



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 2:
BID SUMMARY**



CITY OF PERRIS
COMMUNITY SERVICES

Bid Summary

Product: GEAR Bike Lane Expansion II Project

Description: ActiveBidder bid results closing Wednesday March 30, 2022

Contractor:	Price
1) Chrisp Company	\$110,445
2) Superior Pavement Markings, Inc.	\$ 132,193

GEAR Bike Lane Expansion II Project

Post Date: 02/16/2022 13:21 PST

Due Date: 03/30/2022 before 10:00 PDT

Estimated Value: \$75,000

Results / 2 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Oesterblad, Coda	Chrisp Company	2280 S Lilac Ave Bloomington, California 92316	9097460356	\$110,445	03/30/2022 11:06:59	Apparent Low Bidder
2	Shults, Dale	Superior Pavement Markings, Inc	5312 Cypress Street Cypress, CA 90630	(951) 845-2799	\$132,193	03/30/2022 11:13:25	

GEAR Bike Lane Expansion II Project

Post Date: 02/16/2022 13:21 PST

Due Date: 03/30/2022 before 10:00 PDT

Estimated Value: \$75,000

1. Apparent low bidder details for: Oesterblad, Coda / Chrisp Company

1) GEAR Bike Lane Expansion II Project

Item	UM	Qty	Unit Pricing	Item Total	
Bid Line Items					
1	Mobilization (Cost cannot exceed 5% of total bid price)	L.S	1	\$3,000	\$3,000
2	Traffic Control	L.S	1	\$5,000	\$5,000
3	Install R4-11 "Bike Full Lane" Sign	EA	45	\$205	\$9,225
4	Install D11-1 "Bike Route" Sign	EA	55	\$200	\$11,000
5	Install Thermoplastic "Shared Lane" Pavement Marking with Green Background	EA	110	\$545	\$59,950
6	Install M4-14 "Begin" Sign	EA	2	\$160	\$320
7	Install M4-6 "End" Sign	EA	1	\$160	\$160
8	Install M5-1(R) "Directional" Sign	EA	3	\$175	\$525
9	Install M5-1(L) "Directional" Sign	EA	3	\$175	\$525
10	Install M6-4 "Directional" Sign	EA	9	\$175	\$1,575
11	Install M6-6(R) "Directional" Sign	EA	5	\$175	\$875
12	Install M6-6(L) "Directional" Sign	EA	5	\$175	\$875
13	Install M6-3 "Directional" Sign	EA	42	\$175	\$7,350
14	Install Bike Rack	EA	1	\$3,300	\$3,300
15	Install Bike Repair Station	EA	1	\$4,100	\$4,100
16	Install Hand Sanitizer Station	EA	1	\$2,665	\$2,665
				Subtotal	\$110,445
				Project Total	\$110,445

GEAR Bike Lane Expansion II Project

Post Date: 02/16/2022 13:21 PST

Due Date: 03/30/2022 before 10:00 PDT

Estimated Value: \$75,000

Bid details for: Shults, Dale / Superior Pavement Markings, Inc

1) GEAR Bike Lane Expansion II Project

Item	UM	Qty	Unit Pricing	Item Total	
Bid Line Items					
1	Mobilization (Cost cannot exceed 5% of total bid price)	LS	1	\$6,600	\$6,600
2	Traffic Control	LS	1	\$1,500	\$1,500
3	Install R4-11 "Bike Full Lane" Sign	EA	45	\$270	\$12,150
4	Install D11-1 "Bike Route" Sign	EA	55	\$235	\$12,925
5	Install Thermoplastic "Shared Lane" Pavement Marking with Green Background	EA	110	\$825	\$90,750
6	Install M4-14 "Begin" Sign	EA	2	\$50	\$100
7	Install M4-6 "End" Sign	EA	1	\$50	\$50
8	Install M5-1(R) "Directional" Sign	EA	3	\$35	\$105
9	Install M5-1(L) "Directional" Sign	EA	3	\$35	\$105
10	Install M6-4 "Directional" Sign	EA	9	\$35	\$315
11	Install M6-6(R) "Directional" Sign	EA	5	\$35	\$175
12	Install M6-6(L) "Directional" Sign	EA	5	\$35	\$175
13	Install M6-3 "Directional" Sign	EA	42	\$30	\$1,260
14	Install Bike Rack	EA	1	\$1,639	\$1,639
15	Install Bike Repair Station	EA	1	\$2,910	\$2,910
16	Install Hand Sanitizer Station	EA	1	\$1,434	\$1,434
				Subtotal	\$132,193
				Project Total	\$132,193



CITY OF PERRIS

COMMUNITY SERVICES

NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets **BF-14 & BF-15** is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

BID FORM

Bid Opening Date: March 30, 2022

Time: 10:00AM

Place: Zoom, Zoom Meeting ID: 959 185 2068

Project: GEAR Bike Lane Expansion II Project

TO THE CITY OF PERRIS, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of Chrisp Company, hereinafter called "Bidder", organized and existing under the laws of the State of CA State of California, doing business as a corporation. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on April 29, 2022 and to fully complete all work on or before the 40 working day in accordance with the schedule provided in Notice Inviting Bids, after receiving the Notice to Proceed. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time,

BF-1



CITY OF PERRIS

COMMUNITY SERVICES

that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules. Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Chrisp Company, proposed subcontractor _____, hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

BF-2



CITY OF PERRIS

COMMUNITY SERVICES

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Noncollusion Affidavit

(Title United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BF-3



CITY OF PERRIS
COMMUNITY SERVICES

DEBARMENT AND SUSPENSION CERTIFICATION

(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.



CITY OF PERRIS

COMMUNITY SERVICES

NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

BF-5



CITY OF PERRIS
COMMUNITY SERVICES

Person who inspected site of the proposed work as a representative of your firm:

Coda Oesterblad 3/23/2022
Name (please print) Date of Inspection

Bidder acknowledges receipt of the following Addenda:

N/A Dated _____
_____ Dated _____
_____ Dated _____
_____ Dated _____

NAME OF BIDDER: Chrisp Company

NAME AND TITLE OF SIGNING PARTY: David L Morris - Executive Vice President

SIGNATURE OF BIDDER: *David L Morris*

(CORPORATE SEAL)

374600
Contractor's California License No.

Robert Chrisp
Name of License Holder

A, C13, C32

Type of License

5/31/2023

Expiration Date

Contact Information:

Company Name: Chrisp Company

Contact Person: Coda Oesterblad

Title: Estimator

Company Address: 2280 S. Lilac Ave
Bloomington, Ca 92316

Phone Number: 909-746-0356

Fax Number: 909-746-0354

BF-6

**City of Perris
GEAR Bike Lane Expansion II Project**

Bidder (Company Name): Chrisp Company

BID SCHEDULE

BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
1.		L.S.	Mobilization.	<u>\$ 3,000.00</u> /L.S	<u>\$ 3,000.00</u>
2.		L.S.	Traffic Control.	<u>\$ 5,000.00</u> /L.S	<u>\$ 5,000.00</u>
3.	45	EA	Install R4-11 "Bike Full Lane" Sign.	<u>\$ 205.00</u> /EA	<u>\$ 9,225.00</u>
4.	55	EA	Install D11-1 "Bike Route" Sign.	<u>\$ 200.00</u> /EA	<u>\$ 11,000.00</u>
5.	110	EA	Install Thermoplastic "Shared Lane" Pavement Marking with Green Background.	<u>\$ 545.00</u> /EA	<u>\$ 59,950.00</u>
6.	2	EA	Install M4-14 "Begin" Sign.	<u>\$ 160.00</u> /EA	<u>\$ 320.00</u>
7.	1	EA	Install M4-6 "End" Sign.	<u>\$ 160.00</u> /EA	<u>\$ 160.00</u>
8.	3	EA	Install M5-1(R) "Directional" Sign.	<u>\$ 175.00</u> /EA	<u>\$ 525.00</u>
9.	3	EA	Install M5-1(L) "Directional" Sign.	<u>\$ 175.00</u> /EA	<u>\$ 525.00</u>
10.	9	EA	Install M6-4 "Directional" Sign.	<u>\$ 175.00</u> /EA	<u>\$ 1,575.00</u>
11.	5	EA	Install M6-6(R) "Directional" Sign.	<u>\$ 175.00</u> /EA	<u>\$ 875.00</u>
12.	5	EA	Install M6-6(L) "Directional" Sign.	<u>\$ 175.00</u> /EA	<u>\$ 875.00</u>
13.	42	EA	Install M6-3 "Directional" Sign.	<u>\$ 175.00</u> /EA	<u>\$ 875.00</u>

14.	1	EA	Install Bike Rack.	<u>\$ 3,300.00</u> /EA	<u>\$ 3,300.00</u>
15.	1	EA	Install Bike Repair Station	<u>\$ 4,100.00</u> /EA	<u>\$ 4,100.00</u>
16.	1	EA	Install Hand Sanitizer Station	<u>\$ 2,665.00</u> /EA	<u>\$ 2,665.00</u>

BID SCHEDULE – TOTAL ITEMS 1-16 \$ 110,445.00
(In Figures)

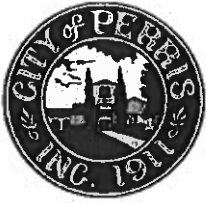
One Hundred and Ten Thousand, Four Hundred Forty Five Dollars and No Cents

Written Total Schedule (Bid Items 1-16)

Written Amount (Continued)

Please note the following regarding bids:

- Award will be based upon lowest total of all bid items (1-16) submitted to the Active Bidder website.
- Bid shall include all sales tax, and other taxes and fees.
- Contractor is required to purchase all bid items as well as install.
- Bid is for Project complete-in-place.
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Quantities bid documents shall include list of subcontractors and manufacturer items.
- At discretion of City some of the items may be performed by others and therefore eliminated in part or whole. In these cases, the Contractor shall not receive any reimbursement for loss of profit and other losses.
- The City reserves the right to reject any or all bids received.



CITY OF PERRIS

COMMUNITY SERVICES

Please note the following regarding bids:

- A. Award, if made, will be based upon the responsible Bidder's lowest Grand Total Bid Amount of all bid items listed above. The City reserves the right to reject any or all bids received.**

The Grand Total Bid Amount stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications, whether specifically listed above or not, and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, tools and equipment, taxes, and all other taxes and fees, transportation cost, permit fees, testing laboratory cost, and all other costs made necessary by the Contract Documents to provide the City of Perris with a complete operational and facility meeting the approval of the City of Perris and other agencies having jurisdiction over the project.

- B. Bid is for a project complete-in-place.**
C. Bid shall include all sales tax, and all other taxes and fees.
D. Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.

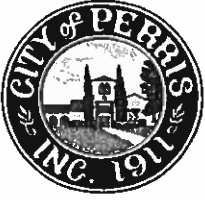
The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

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CITY OF PERRIS
COMMUNITY SERVICES

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Chrisp Company as Principal,
and Hartford Fire Insurance Company as Surety, are hereby held
and firmly bound unto the CITY OF PERRIS as Agency in the penal sum of
Ten Percent (10%) of the Total Amount Bid-----

----- for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns. (Note: City of Perris requires bid bond to be at least equal to 10% of
bid amount).

Signed, this 24th day of March, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to the
Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in
writing for the

GEAR BIKE LANE EXPANSION II PROJECT

NOW, THEREFORE,

A. If said Bid shall be rejected, or

B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said Bid) and shall
furnish Bonds for his faithful performance of said Contract and for the payment of all persons
performing labor or furnishing materials in connection therewith, the required Insurance
Certificates, and shall in all other respects perform the agreement created by the acceptance of
said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect;
it being expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety
and its Bond shall be in no way impaired or affected by any extension of the time within which
the Agency may accept such Bid; and said Surety does hereby waive notice of any such
extension.

BF-10



CITY OF PERRIS
COMMUNITY SERVICES

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses
(If Individual):

PRINCIPAL: Chrisp Company

By: *Paul E. ...*

Title: Executive Vice President

ATTEST (If Corporation):

By: *Robert Chrisp*

Title: President

(Corporate Seal)

SURETY: Hartford Fire Insurance Company

Witness:

ATTEST.
By: *[Signature]*

By: *Misty R. Hemje*

Title: Misty R. Hemje, Attorney-In-Fact

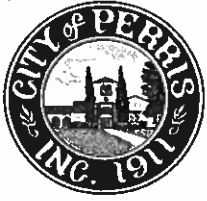
Title: Witness

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

THIS IS A REQUIRED FORM

BF-10B



CITY OF PERRIS
COMMUNITY SERVICES

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Harford Fire Insurance Company

101 Montgomery Street, Suite 2700

San Francisco, CA 94104

**(Name and Address of Agent
or Representative for
service of process in
California, if different
from above)**

Arthur J. Gallagher & Co.

595 Market Street, Suite 2100

San Francisco, CA 94105

**(Telephone Number of Surety
and Agent or Representative
for service of process in
California)**

415-546-9300

BF-10C

**CALIFORNIA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)**

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 San Bernardino

On 03/28/2022 before me, Panda Mercedes Oesterblad, Notary Public (insert name and title of the officer), personally appeared David L Morris, 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 Panda Mercedes Oesterblad (Seal)

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 Contra Costa

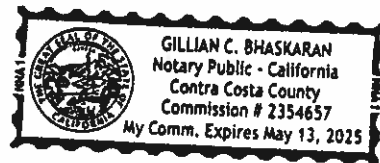
On March 24, 2022 before me, Gillian C. Bhaskaran, Notary Public
(insert name and title of the officer)

personally appeared Misty R. Hemje
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 *Gillian C. Bhaskaran* (Seal)



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ARTHUR J GALLAGHER & CO INS BRK CA
 Agency Code: 57-554532

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Virginia L. Black, Brian F. Cooper, Susan Hecker, M. Moody, Maureen O'Connell, Kevin Re, Janet C. Rojo, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian, Gillian Bhaskaran, Susan M. Exline, Misty R. Hemje, Brittany Kavan, Thuyduong Le, Julia Ortega of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 24, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CITY OF PERRIS

COMMUNITY SERVICES

DESIGNATION OF SUBCONTRACTOR

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent (1/2%) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

~~% Of Work
Trade To Be Done Name License No. Address~~

~~| % Of Work | Trade To Be Done | Name | License No. | Address |
|-----------|------------------|------|-------------|---------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |~~

None

* Identify any DBE subcontractors.

BF-11



CITY OF PERRIS

COMMUNITY SERVICES

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer or Supplier</u>	<u>DBE*</u>
Preform Bike Sharrow	Sharpline Solutions, Inc.	Yes, DBE# 2008403
Bike Stand	Saris	No
Bike Rack	Park Warehouse LLC	No
Hand Sanitizer	GameTime	No
Signs	Main Street Signs	No

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal-to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

* Identify if Supplier is a DBE.

BF-12



CITY OF PERRIS
COMMUNITY SERVICES

ANTI-TRUST CLAIM

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or Subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract or the Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

RESPECTFULLY SUBMITTED:

David L Morris
Signature

David L Morris
Please Print

Executive Vice President
Title

43650 Osgood Road
Address

3/29/2022
Date

Fremont, CA 94539

374600
Contractor's California License No.

A, C13, C32
Type of License

Robert Chrisp
Name of License Holder

5/31/2023
Expiration Date

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

94-2578099
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST *Robert Chrisp*

BF-13



CITY OF PERRIS
COMMUNITY SERVICES

CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR:

Chrisp Company

Firm Name

David L Morris

Signature

David L Morris

Print Name

374600

Contractor's California License No.

5/31/2023

Expiration Date

94-2578099

Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST *Robert Chrisp*

BF-14



CITY OF PERRIS
COMMUNITY SERVICES

CERTIFICATION OF NON-DISCRIMINATION

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: 3/29/2022

Chrisp Company
(Name of Bidder)

David L Morris
(Signature)

David L Morris - Executive Vice President
(Typed Name and Title)

374600
California
License No.

A, C13, C32
Type of License

Robert Chrisp
Name of License Holder

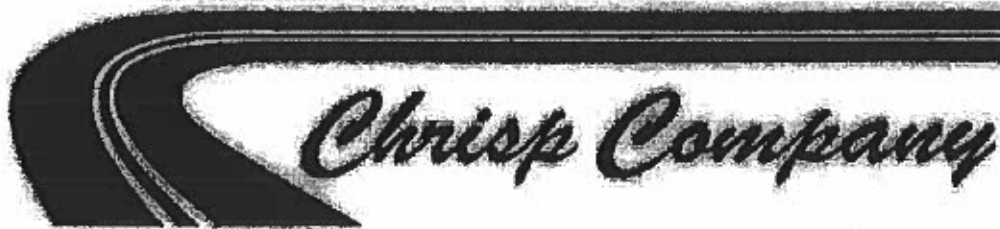
5/31/2023
Expiration Date

94-2578099
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST *Robert Chrisp*

BF-15



43650 Orwood Road • Fremont California 94539-5831 • Phone: (510)-656-2840
P.O. Box 1368 • Fremont California 94538-0136 • FAX: (510)-499-3703

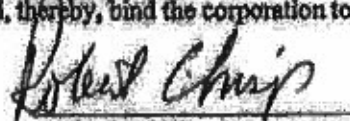
CORPORATION

AUTHORIZATION CAPACITY FOR SIGNING OFFICIAL DOCUMENTS

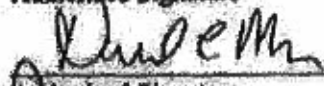
**MEETING OF THE BOARD OF DIRECTORS
OF
CHRISP COMPANY**

A meeting of the Board of Directors of the Chrisp Company was held on 8/30/16, during which a resolution was passed authorizing the following individual(s) to, by his/her/their signature(s), enter into any and all contracts on behalf of the corporation and, thereby, bind the corporation to such contract:


Robert Chrisp, President


Authorized Signature

David Morris, Executive Vice President


Authorized Signature

Roger Welsbrod, VP of Operations

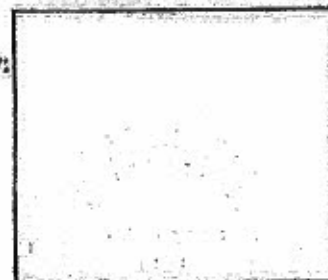

Authorized Signature

Tammie Allison, Secretary

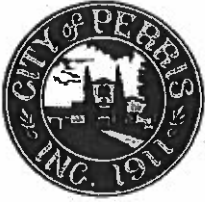

Authorized Signature

Certified by and Corporate Seal affixed hereto by:


Secretary and/or Chairman



CONTRACTORS LIC. # 374600 • A. ENGINEERING • C-31 HIGHWAY IMPROVEMENTS • C-13 FENCE, WIRE, & WOOD
SIGNS • MONUMENTS • BARRICADES • STRIPING • PARKING BUMPERS • FENCING



CITY OF PERRIS
COMMUNITY SERVICES

EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

GENERAL INFORMATION

Submitted by

(Check One)

- A Corporation
- A Partnership
- An Individual

Principal office 43650 Osgood Road (street address)
Fremont, CA 94539 (City, state, zip)
(510) 656-2840 (telephone number)
(510) 490-2703 (FAX number)
coesterblad@chrispco.com (E-mail/optional)

1. If corporation:
When incorporated? 1979 In what state? California
2. How many years has your organization been in business as a contractor under your present business name?
43 years

Previous business name, if changed during past three years.

3. How many years of experience in similar trail improvement projects has your organization had:
As a principal contractor? 30+ years
As a subcontractor? 43 years

List a minimum of three new construction park projects which your company has performed in the last five years that meets or exceeded the total scope of work for Morgan Park Phase II Project where the cost of construction for each project was at least \$1,000,000 or greater:

Name & Address	Representative	Type of Work, Year
<u>of Owner/Agency</u>	<u>and Telephone</u>	<u>Completed & \$ Amount</u>

SEE ATTACHED

BF-16

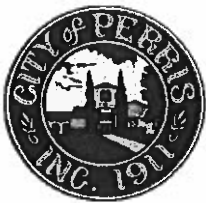
Chrisp Company - Completed Projects

Project Name	Contract Amount	Class Of work	Name & address of Owner	Contact	Telephone
CDOT Highway 860 05-0N6604	\$595,025.00	Pavement Striping Marking & Markers	CDOT 1120 N St Sacramento CA 95814	Bertha Roman	(831) 663-8900
Roadway Thermoplastic Striping	\$1,262,023.00	Pavement Striping Marking & Markers	City of Berkeley 2180 Milvia St # 3 Berkeley, CA 94704	Ashan	(510) 981-6416
Annual Restripe	\$145,227.00	Pavement Striping Marking & Markers	City of Alameda 950 W Mall Square Alameda, CA 94501	Phillip Lee	(510) 749-5847
School Crosswalk Refurbished	\$48,783.50	Pavement Striping Marking & Markers	City of San Bruno 567 El Camino Real San Bruno, CA 94066	Jim Shannon	(510) 794-1443
Annual Striping and Signage	\$101,520.00	Pavement Striping Marking & Markers Signage	City of Morgan Hill 100 Edes St Morgan Hill, CA 95037	Lousie Eichhorn	(408) 776-7337
Citywide Striping	\$40,357.00	Pavement Striping Marking & Markers Removal	City of Menlo Park 701 Laurel St Menlo Park, CA 94025	Rich Angulo	(650) 330-6775
Safe Routes to School	\$178,213.25	Install Lighted Crosswalk Pavement Striping Markings & Markers	City of Brisbane 50 Park Pl Brisbane, CA 94005	Greg Morris	(415) 760-3053
Citywide Striping and Marking	\$111,415.00	Pavement Striping Marking & Markers	City of Dublin 4825 Gleason Dr Dublin, CA 94568	Ray Kuzbari	(925) 833-8630
Traffic Buttons	\$135,775.00	Pavement Striping Markers	City of Pleasanton 200 Old Bernal Ave Pleasanton, CA 94566	Jeff Walker	(925) 931-5689
Various Location Restripe	\$73,979.00	Pavement Striping Markers & Markings	City of San Leandro 14200 Chapman Rd San Leandro, CA 94578	Ron May	(510) 577-3378
Citywide Pavement Restriping	\$62,923.00	Pavement Striping Markers & Markings	City of Pleasant Hill 100 Gregory Ln Pleasant Hill, CA 94523	Eric Hu	(925) 671-5203
Bianco Road Safety Improvements	\$347,829.75	Pavement Striping Marking & Markers Removal	County of Monterey 168 W Alisal St Salinas, CA 93901	Billy Issa	(831) 755-5005
CDOT 05-SD,SLO-101-0.0/91.0, 0.0/08 05-1J7304	\$3,589,124.00	Pavement Striping Marking & Markers Removal	CDOT 1120 N St Sacramento CA 95814		(209) 473-6948
CDOT 10-STA-5-0.0/28.01 10-1H8704	\$1,389,983.00	Pavement Striping Marking & Markers Removal	CDOT 1121 N St Sacramento CA 95815		(209) 473-6948
CDOT 04-SOL-80-0.0/44.7 04-0Q5104	\$2,928,063.00	Pavement Striping Marking & Markers Removal	CDOT 1122 N St Sacramento CA 95816		(209) 473-6948
CDOT 06-FRE,MAD,TUK-99-VAR 06-0X5004	\$3,551,141.00	Pavement Striping Marking & Markers Removal	CDOT 1123 N St Sacramento CA 95817		(209) 473-6948
CDOT HWY 580, 80 Pavement Rehab 04-4H2214	\$312,073.57	Pavement Striping Marking & Markers Removal	CDOT 1123 N St Sacramento CA 95817		(209) 473-6948
Apple 280 Corridor Improvements	\$89,985.00	Pavement Striping Marking & Markers Removal	City of Cupertino 10300 Torre Ave Cupertino, CA 95014		(408) 777-3200
Runway Safety Area North Field	\$139,426.82	Pavement Striping Marking & Markers Removal	City of Oakland 249 Frank H Ogawa Plaza Oakland, CA 94611		(510) 238-3961
Broadway Keith Avenue to Golden Gate Way Bicycle Pedestrian	\$54,511.40	Pavement Striping Marking & Markers Removal	City of Oakland 250 Frank H Ogawa Plaza Oakland, CA 94612		(510) 238-3961
Citywide Street Resurfacing	\$756,205.73	Pavement Striping Marking & Markers Removal	City of Oakland 251 Frank H Ogawa Plaza Oakland, CA 94613		(510) 238-3962
Alameda Point Infrac. Improvements	\$148,387.89	Pavement Striping Marking & Markers Removal	City of Alameda 950 W Mall Square Alameda, CA 94501	Phillip Lee	(510) 749-5847

Closed Contracts

Contract	Description	Contract Amount	Billing To Date	Last Billing Date
10B.16.988	04-3G59U4 ROUTE 205/580	1,115,420.63	1,305,390.22	11/16/19
10B.17.819	BAY AREA INFRASTRUCTURE I-880 EXPRESS LANES BAIFA-200	1,321,693.00	10,086.28	7/26/19
10C.18.593	04-0Q5004 04-CC,ALA-90-3.8/8.0, 10.1/12.7	1,065,023.00	1,199,007.83	12/31/18
10C.18.682	04-0Q9404 04-SCI-85-R11.5/R17.2	1,115,948.00	2,238,619.89	1/17/19
10C.18.733	2018 CAPE & SLURRY SEAL PWC 8195-P	1,467,049.05	2,133,368.07	4/6/19
10G.16.654	8082-2016 STREET SEALING PROJECT	1,386,883.20	1,153,241.52	1/0/00
10G.17.869	2017 STREET SEALING PROJECT	2,243,750.00	2,579,526.30	8/11/18
10K.19.516	04-1J5614 , HWY 101 MANAGED LANES PROJECT	2,369,875.61	3,132,351.01	2/29/20
10M.18.669	8756-2018 ARTERIAL RESURFACING PROJECT	1,687,186.00	1,543,721.76	9/21/19
10P.18.743	2018 Street Sealing Project	4,461,797.62	4,414,459.77	6/15/19
10V.19.640	Pvmt Mgmt 2019 Proj-CIP Proj #905568	1,256,365.50	2,951,234.45	11/30/19
10V.19.679	DOT 9074 2019 Major Streets Sealing Project	3,787,015.23	1,786,809.18	12/1/19
20A.16.561	MY FIG PROJECT-FIGUEROA CORRIDOR STREETScape IMPROVEMENTS	2,071,100.85	2,127,450.62	12/11/18
20A.19.529	12-0R4804 ROUTE 91 ORANGE CNTY TO LA CNTY	2,217,562.73	5,390,208.49	9/10/19
20C.18.506	05-1J7304 05-SB,SLO-101-0.0/91.0, 0.0/08	3,589,124.00	4,091,939.19	1/1/19
20C.19.518	05-1K4104 05-SB,SLO-41, 46, 154, 166-Various	4,476,182.90	3,545,556.53	10/7/19
20S.18.521	11-2N0104 373 ROUTE 98/111 CALEXICO CALTRANS	1,092,576.93	763,666.07	10/1/19
30C.18.523	10-1H8704 10-STA-5-0.0/28.01	1,389,983.00	1,424,200.47	12/6/18
40C.18.518	04-0Q5104 04-SOL-80-0.0/44.7	2,928,063.00	2,143,737.50	10/5/18
40Y.18.581	Roadway Striping Project-HRRRL 5922(107)	2,897,267.90	2,549,278.57	11/23/19
50C.18.507	06-0X5004 06-FRE,MAD,TUL-99-VAR	3,566,352.00	2,653,631.43	1/2/19

Chrisp Compnay for the last 10 years has averaged 1000 projects per year company wide. Additional information as to the following can be provided on a per project request 'owner contact', 'architect', 'engineer' and 'project manager'.



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4. In the past ten years, have you or your organization been debarred or suspended from eligibility to bid on city, state or federal work? NO If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

b. Reason for such failure:

c. Name of the surety:

d. Description of project:

5. In the past ten years, have you or your organization failed to complete any work awarded to you or your organization? Has any officer, member, or partner of your organization ever been an officer, member, or partner in an organization that failed to complete any work awarded to it? No If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

b. Reason for such failure:

c. Name of the surety:

d. Description of project:

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CITY OF PERRIS

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DISQUALIFICATION OF BIDDERS

A bid may be rejected if it is incomplete, or if it contains any alterations of form or other irregularities of any kind including calculation errors in individual line items or the total bid. The City of Perris may reject any or all bids at any time for any reason, and the City of Perris may waive any immaterial deviation in a bid. The City of Perris' waiver of immaterial defect shall in no way modify the document or excuse the bidder from full compliance with all requirements set forth in the bid if awarded the contract. The decision respecting the existence or treatment of an irregularity, or incomplete bid, shall be determined in the discretion of the City of Perris, and that discretion will be exercised in the manner deemed by the City of Perris, to best protect the public interest in the prompt and economical completion of the work.

Any one or more of the following causes may be considered as sufficient for rejection of the bid and disqualification of the bidder as may be determined by the City of Perris.

- a. Developments, subsequent to establishment of a bidder's competency and qualifications, which in the opinion of the City of Perris would reasonably be construed as affecting the responsibility of the bidder.**
- b. Conviction of a major violation of a State or Federal law, or a rule or regulation of a Federal department, board or bureau, or a State department, board or commission, relating to or reflecting on the competency of the bidder for performing construction work.**
- c. More than one proposal for the same work from an individual, partnership or corporation under the same or different names.**
- d. Indictment for or evidence of collusion among bidders.**
- e. Failure to complete any contractual obligations satisfactorily as shown by past work for the City.**
- f. Noncompliance with terms of previous or existing contracts.**
- g. Previously uncompleted work, which in the judgment of the City of Perris might hinder or prevent the completion of the additional work, if awarded.**

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<u>MATERIAL</u>	<u>TEST REQUIRED</u>	<u>CALIFORNIA TEST</u>
Permeable Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Imported Material (Shoulder Backing)	Grading	202
	Sand Equivalent	217
	Durability Index	229
Aggregate Subbase	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
Aggregate Base	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
	Durability Index	229
	Percentage of crushed particles	205
Screenings	Grading	202
	Loss in Los Angeles Rattler	211
	Crushed Particles	205
	Film Striping	302
	Cleanness valve	227
Asphalt Concrete (Except Open Graded)	Grading	202
	Specific Gravity	206
	(coarse & fine aggregate)	208
	Percentage of crushed particles	205
	Loss in Los Angeles Rattler	211
	Sand Equivalent	217
	Film Striping	302
	Kc Factor (CKE)	303
	Kf Factor (CKE)	303
	Stabilometer	366
	Swell	305
	Moisture Vapor Susceptibility	307
	Optimum Bitumen Content*	367
Open Graded AC, Asphalt Treated Permeable Material, Asphalt Treated Permeable Base	Grading	202
	Crushed Particles	205
	Loss in Los Angeles Rattler (500 revolutions)	211
	Durability Index	229
	Firm Striping	310 or 362 or 379

*(Not shown in Construction Manual, use CDE frequency.)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance of material from the source, there will be no reduction in contract prices by reason of such waiver.

FOREIGN MATERIALS – The requirements of the fifth paragraph in Section 6-1-08, "Foreign Materials," of the Standard Specifications shall not apply.



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NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets **BF-14 & BF-15** is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

BID FORM

Bid Opening Date: March 30, 2022

Time: 10:00AM

Place: Zoom, Zoom Meeting ID: 959 185 2068

Project: GEAR Bike Lane Expansion II Project

TO THE CITY OF PERRIS, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of Superior Pavement Markings Inc, hereinafter called "Bidder", organized and existing under the laws of the California State of California, doing business as Corporation.
Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on April 29, 2022 and to fully complete all work on or before the 40 working day in accordance with the schedule provided in Notice Inviting Bids, after receiving the Notice to Proceed. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time,

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that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules. Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Superior Pavement Markings Inc., proposed subcontractor _____, hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Noncollusion Affidavit

(Title United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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DEBARMENT AND SUSPENSION CERTIFICATION

(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

None

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

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NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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Person who inspected site of the proposed work as a representative of your firm:

Dale Shults, Estimator 03/25/2022
Name (please print) Date of Inspection

Bidder acknowledges receipt of the following Addenda:

Dated _____
Dated _____
Dated _____
Dated _____

NAME OF BIDDER: Superior Pavement Markings Inc.

NAME AND TITLE OF SIGNING PARTY: Darren Veltz, Chief Financial Officer

SIGNATURE OF BIDDER: 



(CORPORATE SEAL)

776306
Contractor's California License No.
John Lucas
Name of License Holder
C31, C32, C61, D38
Type of License
08/31/2023
Expiration Date

Contact Information:

Company Name: Superior Pavement Markings Inc.
Contact Person: Darren Veltz
Title: Chief Financial Officer
Company Address: 5312 Cypress Street,
Cypress, Ca. 90630
Phone Number: (714) 995-9100
Fax Number: (714) 995-9400

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**City of Perris
GEAR Bike Lane Expansion II Project**

Bidder (Company Name): Superior Pavement Markings Inc.

BID SCHEDULE

BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
1.		L.S.	Mobilization.	<u>\$ 6,600.00</u> /L.S	<u>\$ 6,600.00</u>
2.		L.S.	Traffic Control.	<u>\$ 1,500.00</u> /L.S	<u>\$ 1,500.00</u>
3.	45	EA	Install R4-11 "Bike Full Lane" Sign.	<u>\$ 270.00</u> /EA	<u>\$ 12,150.00</u>
4.	55	EA	Install D11-1 "Bike Route" Sign.	<u>\$ 235.00</u> /EA	<u>\$ 12,925.00</u>
5.	110	EA	Install Thermoplastic "Shared Lane" Pavement Marking with Green Background.	<u>\$ 825.00</u> /EA	<u>\$ 90,750.00</u>
6.	2	EA	Install M4-14 "Begin" Sign.	<u>\$ 50.00</u> /EA	<u>\$ 100.00</u>
7.	1	EA	Install M4-6 "End" Sign.	<u>\$ 50.00</u> /EA	<u>\$ 50.00</u>
8.	3	EA	Install M5-1(R) "Directional" Sign.	<u>\$ 35.00</u> /EA	<u>\$ 105.00</u>
9.	3	EA	Install M5-1(L) "Directional" Sign.	<u>\$ 35.00</u> /EA	<u>\$ 105.00</u>
10.	9	EA	Install M6-4 "Directional" Sign.	<u>\$ 35.00</u> /EA	<u>\$ 315.00</u>
11.	5	EA	Install M6-6(R) "Directional" Sign.	<u>\$ 35.00</u> /EA	<u>\$ 175.00</u>
12.	5	EA	Install M6-6(L) "Directional" Sign.	<u>\$ 35.00</u> /EA	<u>\$ 175.00</u>
13.	42	EA	Install M6-3 "Directional" Sign.	<u>\$ 30.00</u> /EA	<u>\$ 1,260.00</u>

14.	1	EA	Install Bike Rack.	<u>\$ 1,639.00</u> /EA	<u>\$ 1,639.00</u>
15.	1	EA	Install Bike Repair Station	<u>\$ 2,910.00</u> /EA	<u>\$ 2,910.00</u>
16.	1	EA	Install Hand Sanitizer Station	<u>\$ 1,434.00</u> /EA	<u>\$ 1,434.00</u>

BID SCHEDULE – TOTAL ITEMS 1-16 \$ 132,193.00
(In Figures)

One Hundred Thirty Two Thousand, One Hundred Ninety Three Dollars and Zero Cents
Written Total Schedule (Bid Items 1-16)

Written Amount (Continued)

Please note the following regarding bids:

- Award will be based upon lowest total of all bid items (1-16) submitted to the Active Bidder website.
- Bid shall include all sales tax, and other taxes and fees.
- Contractor is required to purchase all bid items as well as install.
- Bid is for Project complete-in-place.
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Quantities bid documents shall include list of subcontractors and manufacturer items.
- At discretion of City some of the items may be performed by others and therefore eliminated in part or whole. In these cases, the Contractor shall not receive any reimbursement for loss of profit and other losses.
- The City reserves the right to reject any or all bids received.



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Please note the following regarding bids:

- A. Award, if made, will be based upon the responsible Bidder's lowest Grand Total Bid Amount of all bid items listed above. The City reserves the right to reject any or all bids received.**

The Grand Total Bid Amount stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications, whether specifically listed above or not, and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, tools and equipment, taxes, and all other taxes and fees, transportation cost, permit fees, testing laboratory cost, and all other costs made necessary by the Contract Documents to provide the City of Perris with a complete operational and facility meeting the approval of the City of Perris and other agencies having jurisdiction over the project.

- B. Bid is for a project complete-in-place.**
C. Bid shall include all sales tax, and all other taxes and fees.
D. Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Superior Pavement Markings, Inc. as Principal,
and Old Republic Surety Company as Surety, are hereby held
and firmly bound unto the CITY OF PERRIS as Agency in the penal sum of
ten percent of the amount bid

_____ for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns. (Note: City of Perris requires bid bond to be at least equal to 10% of
bid amount).

Signed, this 22nd day of March, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to the
Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in
writing for the

Gear Bike Lane Expansion II Project

NOW, THEREFORE,

A. If said Bid shall be rejected, or

B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said Bid) and shall
furnish Bonds for his faithful performance of said Contract and for the payment of all persons
performing labor or furnishing materials in connection therewith, the required Insurance
Certificates, and shall in all other respects perform the agreement created by the acceptance of
said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect;
it being expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety
and its Bond shall be in no way impaired or affected by any extension of the time within which
the Agency may accept such Bid; and said Surety does hereby waive notice of any such
extension.

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CITY OF PERRIS
COMMUNITY SERVICES

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

**Two Witnesses
(If Individual):**

PRINCIPAL: Superior Pavement Markings, Inc.

By: D-VZ

Title: Darren Veltz, C.F.O.

ATTEST (If Corporation):

By: [Signature]
(Corporate Seal)

Title: Robert Garcia, V.P.

SURETY: Old Republic Surety Company

ATTEST:

By: _____

Title: _____

By: [Signature]
Title: Scott Salandi, Attorney in fact

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

THIS IS A REQUIRED FORM

BF-10B

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 Orange

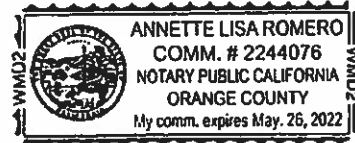
On March 22, 2012 before me, Annette Lisa Romero, a Notary Public
(insert name and title of the officer)

personally appeared Scott Salandi, Attorney-in-Fact
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 Annette Lisa Romero (Seal)





CITY OF PERRIS
COMMUNITY SERVICES

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Old Republic Surety Company

14728 Pipeline Ave., Suite E

Chino Hills, CA 91709

**(Name and Address of Agent
or Representative for
service of process in
California, if different
from above)**

Patriot Risk & Insurance Services LLC

2415 Campus Dr., Suite 200

Irvine, CA 92612

**(Telephone Number of Surety
and Agent or Representative
for service of process in
California)**

909-367-2015 / 949-486-7917

BF-10C



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Scott Salandi, David Jacobson of Irvine, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of March, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of March, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0043



Signed and sealed at the City of Brookfield, WI this 22nd day of March, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22282 (3-06)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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 San Bernardino

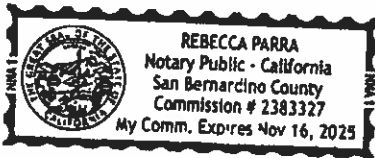
On March 25, 2022 before me, Rebecca Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Darren Veltz and Roberto Garcia
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 [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bid Bond

Document Date: March 22, 2022 Number of Pages: 3

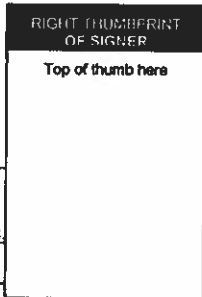
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Darren Veltz

- Individual
- Corporate Officer -- Title(s): Chief Financial Officer
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
Superior Pavement Markings, Inc.



Signer's Name: Roberto Garcia

- Individual
- Corporate Officer -- Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
Superior Pavement Markings, Inc.





CITY OF PERRIS
COMMUNITY SERVICES

DESIGNATION OF SUBCONTRACTOR

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent (1/2%) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

**% Of Work
Trade To Be Done Name License No. Address**

	None			

* Identify any DBE subcontractors.



CITY OF PERRIS
COMMUNITY SERVICES

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer or Supplier</u>	<u>DBE*</u>
Striping	SVEVIA USA INC. 14567 Rancho Vista Drive Fontana, CA 92335	
Sign Sheeting	3M Reflective Elements	

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

* Identify if Supplier is a DBE.



CITY OF PERRIS
COMMUNITY SERVICES

ANTI-TRUST CLAIM

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or Subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract or the Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

RESPECTFULLY SUBMITTED:

[Signature]
Signature

Darren Veltz
Please Print

Chief Financial Officer
Title

5312 Cypress Street, Cypress CA 90630
Address

3/25/2022
Date

776306
Contractor's California License No.

C31, C32, C61, D38
Type of License

John Lucas
Name of License Holder

08/31/2023
Expiration Date

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

20-4518251
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST [Signature]
Robert Garcia, Vice President

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CITY OF PERRIS
COMMUNITY SERVICES

CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR:

Superior Pavement Markings Inc.
Firm Name


Signature


Darren Veltz, Chief Financial Officer
Print Name

776306
Contractor's California License No.

08/31/2023
Expiration Date

20-4518251
Federal I.D. No.

(SEAL-if Bid Is by a Corporation)


ATTEST
Robert Garcia, Vice President

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CITY OF PERRIS
COMMUNITY SERVICES

CERTIFICATION OF NON-DISCRIMINATION

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: 3/25/2022

Superior Pavement Markings Inc.
(Name of Bidder)


(Signature)

Darren Veltz, Chief Financial Officer
(Typed Name and Title)

776306
California
License No.

C31, C32, C61, D38
Type of License

John Lucas
Name of License Holder

08/31/2023
Expiration Date

20-4518251
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST 
Robert Garcia, Vice President

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CITY OF PERRIS

COMMUNITY SERVICES

EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

GENERAL INFORMATION

Submitted by _____

(Check One)

- A Corporation
 A Partnership
 An Individual

Principal office 5312 Cypress Street (street address)

Cypress, Ca. 90630 (City, state, zip)

(714)995-9100 (telephone number)

(714)995-9400 (FAX number)

estimating@superiorpavementmarkings.com (E-mail/optional)

1. If corporation:
When incorporated? 02/27/2006 In what state? California
2. How many years has your organization been in business as a contractor under your present business name?
22 Years

Previous business name, if changed during past three years.

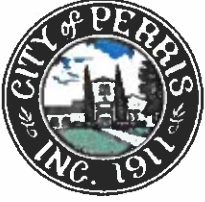
N/A

3. How many years of experience in similar trail improvement projects has your organization had:
- As a principal contractor? 22 Years
- As a subcontractor? 22 Years

List a minimum of three new construction park projects which your company has performed in the last five years that meets or exceeded the total scope of work for Morgan Park Phase II Project where the cost of construction for each project was at least \$1,000,000 or greater:

Name & Address <u>of Owner/Agency</u>	Representative <u>and Telephone</u>	Type of Work, Year <u>Completed & \$ Amount</u>
C/O Murrieta	Jason Morrell / (951) 461-6400	Completed: 07/2021 \$123,584.00
C/O Menifee	Rudy Luna / (951) 746-0450	Completed: 06/2021 \$41,256.00
C/O Hemet	Gregg Holyoak / (951) 785-3710	Completed: 06/2021 \$49,751.00
C/O Duarte	Teresa Renteria / (626) 357-7931	Completed: 06/2021 \$87,978.00
C/O Covina	Hugo Guerrero / (626) 705-6300	Completed: 06/2021 \$68,366.00

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CITY OF PERRIS
COMMUNITY SERVICES

4. In the past ten years, have you or your organization been debarred or suspended from eligibility to bid on city, state or federal work? No If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

N/A

b. Reason for such failure:

N/A

c. Name of the surety:

N/A

d. Description of project:

N/A

5. In the past ten years, have you or your organization failed to complete any work awarded to you or your organization? Has any officer, member, or partner of your organization ever been an officer, member, or partner in an organization that failed to complete any work awarded to it? No If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

N/A

b. Reason for such failure:

N/A

c. Name of the surety:

N/A

d. Description of project:

N/A

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CITY OF PERRIS

COMMUNITY SERVICES

DISQUALIFICATION OF BIDDERS

A bid may be rejected if it is incomplete, or if it contains any alterations of form or other irregularities of any kind including calculation errors in individual line items or the total bid. The City of Perris may reject any or all bids at any time for any reason, and the City of Perris may waive any immaterial deviation in a bid. The City of Perris' waiver of immaterial defect shall in no way modify the document or excuse the bidder from full compliance with all requirements set forth in the bid if awarded the contract. The decision respecting the existence or treatment of an irregularity, or incomplete bid, shall be determined in the discretion of the City of Perris, and that discretion will be exercised in the manner deemed by the City of Perris, to best protect the public interest in the prompt and economical completion of the work.

Any one or more of the following causes may be considered as sufficient for rejection of the bid and disqualification of the bidder as may be determined by the City of Perris.

- a. Developments, subsequent to establishment of a bidder's competency and qualifications, which in the opinion of the City of Perris would reasonably be construed as affecting the responsibility of the bidder.
- b. Conviction of a major violation of a State or Federal law, or a rule or regulation of a Federal department, board or bureau, or a State department, board or commission, relating to or reflecting on the competency of the bidder for performing construction work.
- c. More than one proposal for the same work from an individual, partnership or corporation under the same or different names.
- d. Indictment for or evidence of collusion among bidders.
- e. Failure to complete any contractual obligations satisfactorily as shown by past work for the City.
- f. Noncompliance with terms of previous or existing contracts.
- g. Previously uncompleted work, which in the judgment of the City of Perris might hinder or prevent the completion of the additional work, if awarded.

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CITY OF PERRIS

COMMUNITY SERVICES

<u>MATERIAL</u>	<u>TEST REQUIRED</u>	<u>CALIFORNIA TEST</u>
Permeable Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Imported Material (Shoulder Backing)	Grading	202
	Sand Equivalent	217
	Durability Index	229
Aggregate Subbase	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
Aggregate Base	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
	Durability Index	229
	Percentage of crushed particles	205
Screenings	Grading	202
	Loss in Los Angeles Rattler	211
	Crushed Particles	205
	Film Striping	302
	Cleanness valve	227
Asphalt Concrete (Except Open Graded)	Grading	202
	Specific Gravity	206
	(coarse & fine aggregate)	208]
	Percentage of crushed particles	205
	Loss in Los Angeles Rattler	211
	Sand Equivalent	217
	Film Striping	302
	Kc Factor (CKE)	303
	Kf Factor (CKE)	303
	Stabilometer	366
	Swell	305
	Moisture Vapor Susceptibility	307
	Optimum Bitumen Content*	367
Open Graded AC, Asphalt Treated Permeable Material, Asphalt Treated Permeable Base	Grading	202
	Crushed Particles	205
	Loss in Los Angeles Rattler (500 revolutions)	211
	Durability Index	229
	Firm Striping	310 or 362 or 379

*(Not shown in Construction Manual, use CDE frequency.)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance of material from the source, there will be no reduction in contract prices by reason of such waiver.

FOREIGN MATERIALS – The requirements of the fifth paragraph in Section 6-1-08, "Foreign Materials," of the Standard Specifications shall not apply.



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 3:
DRAFT CHRISP COMPANY CONTRACT
SERVICES AGREEMENT**

CITY OF PERRIS

CONTRACT FOR GEAR Bike Lane Expansion II Project

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this 10th day of May, 2022, by between the CITY OF PERRIS, a municipal corporation, (herein "City") and Chrisp Company (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICE OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to wit: **GEAR Bike Lane Expansion II Project** Plans and Specifications and Information for Bidders, Special Provisions, which are incorporated by this reference as though set forth in full herein; and the Federal Prevailing Wage Determinations.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials necessary and reasonably incidental to create **GEAR Bike Lane Expansion II Project**, and miscellaneous related improvements in Perris, California, in strict accordance with improvements plans and Specification. Contractor warrants that all work and services set forth in the Scope of Service will be performed in a competent, professional and satisfactory manner.

1.3 Incorporation of and Compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction

1.4 Licenses, Permits, Fees and Assessments.

If applicable, Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustments in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, "Bid Form," of the Specification. City and Contractor agree that City may seek additional cost estimates from third party contractor's to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor's to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I "Procedural Documents," Section CO of the Specification. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred twenty (120) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of one hundred seven thousand four hundred forty-five dollars and 00 /100 dollars (\$ 107,445), see *Exhibit "A"*, in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions," and Section BF, "Bid Form," and "Bid Schedule of Values."

2.2 Method of Payment.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. In accordance with Section GP, "General Provision", Section SP, "Special Provisions"; "Schedule of Values", and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. A retention of five percent (5%), unless otherwise directed by the project manager shall be withheld from this payment. Upon completion of the work by the contractor,

a final inspection shall be made by the City. Unless otherwise directed by the project manager or labor compliance officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus five (5%) percent retention). The final retention payment shall be issued following 45 days from the filing of the Notice of Completion, unless otherwise directed by the labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50)

2.3 Retention of Funds.

Contractor hereby authorized City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omission in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

Coda Oesterblad, designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer.

Sabrina Chavez, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer at any time.

3.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode

or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way for any purpose become or deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance.

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or service under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provision of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall required the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

4.2 Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, its officers and their representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnities") from and against any and all damages, cost, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contactor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to and Indemnities' right to recover under this indemnity provision. An indemnities shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or nay additional insured endorsements, which may extend to Indemnities.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnities with respect to those Claims as to which such Indemnities is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnities' willful misconduct.

(c) In the event the City and its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City, and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued

by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

4.4 Labor and Materials Bond.

Concurrently with the execution of this Agreement, Contractor shall deliver to City a labor and materials bond in a sum not less than one hundred percent of the total amount payable by terms of the Agreement, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The labor and materials bond 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. The labor and materials bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein. If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a labor and materials bond.

4.5 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond 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. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.0 TERM

5.1 Time for Completion and Liquidated Damages.

The work for the **GEAR Bike Lane Expansion II Project**, shall commence on the 13th day of May, 2022, and shall be completed within **Forty (40)** calendar days from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to \$500.00 (five hundred dollars) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer 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 Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within five (5) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

5.4 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

6.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS

6.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.2 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.3 Federal Employee Benefit Clause

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any

person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City

City of Perris
101 N. "D" Street
Perris, CA 92570
ATTN: Sabrina Chavez, Director of Community Services

Contractor

Coda Oesterblad
Chrisp Company
2280 S Lilac Ave
Bloomington, CA 92316

8.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered

by the work in this contract, the altered portions of the facilities are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principals. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after receiving a project close out/completion letter from the City of Perris.

8.4 Certified Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate certified payroll records of employees, and shall certify these records upon request by the City. Said certified payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

8.5 Prevailing Wages (please see Appendix G and Appendix I)

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement.

8.6 Economic Opportunities for Local Area Residents and Business

The work to be performed under this Agreement is on a project assisted under a Federal Community Development Block Grant from the Department of Housing and Urban

Development and is subject to the Requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary of Housing and Urban Development, in which the project is located; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project.

8.7 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less then one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

8.8 Employment of Apprentices

Contractor shall comply with State Labor Code 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a Sate Apprenticeship Agency; and shall certify these records upon request by the City .

8.9 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.10 Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.11 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless

the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.12 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[End – Signature Page Follows]

[End – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONTRACTOR"
Coda Oesterblad
Chrisp Company
2280 S Lilac Ave
Bloomington, CA 92316

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

CERTIFICATE OF CONTRACTOR

I, _____, certify that I am a/the
_____ (designate sole proprietor,
partner in partnership, or specify corporate office, e.g., secretary) in the entity
named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am
associated is _____; that this entity is in good
standing and has complied with all applicable laws and regulations, and that I
have been expressly authorized by the proper parties in this entity to execute
this Contract on behalf of the above named entity.

SIGNATURE OF CONTRACTOR: _____

Contractor's California License No.

Name of License Holder

Type of License

Expiration Date

(CORPORATE SEAL)

ATTEST:

EXHIBIT "A"

CONTRACT SUM

See attached bid schedule

Exhibit "A"

Rialto Office
 2280 South Lilac Ave.
 Bloomington, CA. 92316
 Phone: (909) 746-0356
 Fax: (909) 746-0354



CL No. 374600
 DIR No. 100000306
 A General Engineering
 C-13 Fence, Wire, Wood
 C-32 Highway Improvement
 Union Contractor / No Minority Status
 Bond Rate 1.2%

To:	For The Intended Use Of The General Contractor	Contact:	
Address:	Fremont, CA	Phone:	
		Fax:	
Project Name:	Gear Bike Lane Expansion II	Bid Number:	55771
Project Location:	Riverside County, Perris, CA	Bid Date:	3/30/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$3,000.00	\$3,000.00
2	Traffic Control	1.00	LS	\$5,000.00	\$5,000.00
3	Install R4-11 Sign	45.00	EACH	\$205.00	\$9,225.00
4	Install D11-1 Sign	55.00	EACH	\$200.00	\$11,000.00
5	Install Thermo Shared Lane Bike Marking W/ Green	110.00	EACH	\$545.00	\$59,950.00
6	Install M4-14 Sign	2.00	EACH	\$160.00	\$320.00
7	Install M4-6 Sign	1.00	EACH	\$160.00	\$160.00
8	Install M5-1(R) Sign	3.00	EACH	\$175.00	\$525.00
9	Install M5-1(L) Sign	3.00	EACH	\$175.00	\$525.00
10	Install M6-4 Sign	9.00	EACH	\$175.00	\$1,575.00
11	Install M6-6(R) Sign	5.00	EACH	\$175.00	\$875.00
12	Install M6-6(L) Sign	5.00	EACH	\$175.00	\$875.00
13	Install M6-3 Sign	42.00	EACH	\$175.00	\$7,350.00
14	Install Bike Rack INGROUND (City Supplies Bike Rack)	1.00	EACH	\$3,100.00	\$3,100.00
15	Install Bike Repair Station (City Supplies Bike Station)	1.00	EACH	\$2,300.00	\$2,300.00
16	Install Hand Sanitizer Station (City Supplies Sanitizer Station)	1.00	EACH	\$1,665.00	\$1,665.00

Total Bid Price: \$107,445.00

Notes:

- NO RETENTION TO BE TAKEN ON CONTRACTS LESS THAN \$5,000.00
- **1 Move- In(s) included. Additional Move- Ins \$**
- Chrisp Company reserves the right to withdraw proposal if written acceptance is not received within 30 days of bid date
- Clean, clear and unobstructed access required for Chrisp Co. work
- Final PAY QTYS presented by owner MUST be agreed by Chrisp Co.
- After receiving contract 10 working days written notice required prior to scheduling of work
- EXCLUDE: Special Insurance Requirements, (i.e. Railroad Insurance, _____)
- This quotation excludes Primary Liability Insurance greater than \$2,000,000.
- This quotation excludes all work associated with the project SWPP and WPCP.
- ALL Bid items shall NOT be adjusted or removed without written / or verbal permission.
- Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payment to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payment to Chrisp Company. Full retention to be released no later than thirty, (30) Days after completion of Chrisp Companies work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.
- Chrisp Company shall be reimbursed the full amount for bonds upon submission to General Contractor. Retention shall not be held from bond reimbursement.
- THIS QUOTATION IS BASED ON A STANDARD MONDAY THROUGH FRIDAY WORK WEEK. ADDITIONAL COSTS WILL OCCUR FOR WORK PERFORMED ON WEEKENDS
- CHRISP COMPANY WILL USE EXISTING EMPLOYEE POOL TO PERFORM ALL WORK ON THIS PROJECT. IF THERE ARE ANY HIRING GOALS FOR THIS PROJECT THIS WILL BE EXCLUDED
- EXCLUDE: ALL Safety Training, Badging, Drug Testing and Orientation (To be paid at time and material Cal-Trans



11.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** May 10, 2022
- SUBJECT:** **General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-05039, Tentative Tract Map 38071 and 38071-1 (TTM21-05032)** – A proposal to amend the General Plan Land Use and Zoning designation of approximately 48.6 acres located at the northeast corner of Ramona Expressway and Evans Road from Specific Plan and R-10,000 to R-6,000 to facilitate a 188 single-family lot subdivision with seven (7) lettered lots. **Applicant:** Jason Keller, Mission Pacific Land Company.
- REQUESTED ACTION:** **Adopt Resolution** (*next in order*) to deny General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-05039, Tentative Tract Map 38071 and 38071-1 (TTM21-05032); or
- Alternate Resolution:*
- Adopt Resolution Number** (*next in order*) to adopt Mitigated Negative Declaration 2370, approve GPA 21-05040, Tentative Tract Maps 38071, and 38071-1 (TTM21-05032), and **Introduce First Reading of Ordinance Number** (*next in order*) to approve ZC 21-05039.
- CONTACT:** Kenneth Phung, Director of Development Services

BACKGROUND:

On April 6, 2022, the Planning Commission voted 4-1 to recommend denial of the *Stratford Ranch Residential East* project (Gomez motioned for approval) to the City Council, which consisted of GPA 21-05040, ZC 21-05039, Tentative Tract Map 38071 and 38071-1 (TTM 21-05032) to facilitate the development of a 192-lot single-family home subdivision with seven (7) lettered lots. The Commission expressed concerns over the lack of park amenities for this residential community. Other concerns raised by the Commission pertained to noise impacts to the residents of this tract as a result of the Perris Fairgrounds and speedway activities and suggested that this site would be more suitable for a mixed-use development consisting of commercial uses on the ground floor and residential above.

No public comments were received at the April 6, 2022, Planning Commission hearing.

During the meeting, Commissioner Gomez initially motioned to recommend approval of the Project with the conditions noted below, but the motion failed as there was no second vote.

- Revise Planning Condition no. 7 to include re-painting of the entire panel for graffiti cleanup;
- Revise Planning Condition no. 8 to include a one-year landscape maintenance schedule identified in the Public Works Department Conditions of Approval;
- Add a condition to require an acoustical study to mitigate potential noise impacts associated with events at Perris Fairgrounds and speedway;
- Add a condition for the developer/merchant home builder shall construct an 8-foot-high perimeter wall along Lake Perris Drive; and
- Add a condition to match the architecture to the residential development west of the Project site (TM36648 and TM36648-1)

Since the Planning Commission meeting *Mission Pacific* ("Applicant") submitted a letter (see Attachment 8) in response to the Planning Commission's concerns, as summarized below:

Consideration of Mixed-Use Development

The applicant studied the feasibility of attracting commercial tenants to the site before the submittal of the residential subdivision, which was determined not to be viable due to a 150-foot wide DWR (Department and Water Resources) planned channel along the frontage of the property at Ramona Expressway. The channel construction will begin later this year, creating limited visibility to the site and a lack of direct access from Ramona Expressway, which are important criteria for commercial development. Also, mixed-use development is best suited in an urban environment close to mass transit that do not have access restrictions to the site.

Also, staff is actively working with property owners of commercial zoned land on the south side of Ramona directly across the street from this project. There is adequate commercial zoned land to the south of this site to allow for commercial uses.

Consideration of Park

To address concerns about the lack of an open space park for the residential development, the applicant revised the Project to include the construction of a .6-acre park by reducing the number of single-family lots from 192 to 188. Also, the applicant has coordinated with Community Services to provide amenities for the park, including two (2) picnic tables, a swing set, and a play equipment area for 5-12 years of age.

Regarding regional park needs for the area, staff is working with the applicant to utilize the 27-acres basin along the east side of Evans Road and north of Ramona Expressway as a park. The park would be able to serve all the homes in the area north of Ramona Expressway between Evans Road to the west and east, totaling 919 single-family homes if the proposed tract map is approved.

Acoustical Study

In response to the acoustic study request to assess the noise impact with proximity to the Perris Fairgrounds and the recommendation to increase the height of the easterly block wall from 6-feet to 8-feet, a noise study was already prepared dated May 12, 2021. The noise study determined that the proposed 6-foot-tall wall in combination with soundproofing of the windows for all the homes would abate the noise impact pursuant to the City's noise ordinance. For further confirmation of the noise mitigation an additional Noise Memo has been prepared dated April 19, 2022, which determined that increasing the wall by additional 2 feet would be a negligible noise reduction up to 2 dba CNEL (Community Noise Equivalency Level).

Given the close proximity of the homes backing up to Lake Perris Drive, staff has conditioned a minimum 8-foot tall wall height at the highest grade elevation to provide additional security and visibility to the activities and vehicle traffic along the Lake Perris Drive. The height would be substantially consistent with the wall height along the existing residential development to the north that has a wall height between 7 to 7 ½ feet tall.

In summary, the applicant is seeking approval by the City Council as the zone change from R-10,000 to R-6,000 increases the allowed density for the site, which supports the City's housing goals and policies to improve the housing stock in Perris while addressing the concerns of the Planning Commission.

Staff recommended approval of the Project at the Planning Commission as it could be determined the Project can be consistent with the General Plan in the following ways:

- The proposed subdivision is compatible with the entitled Stratford Ranch Residential tract to the west (TTMs 36647 and 36648) currently under construction and the existing residential development to the north (TTM 32708) in density, zoning, land use, and product type.
- The track map is consistent with Goal I of the City of Perris General Plan (2030) Land Use Element, which states to provide "Quality housing in attractive neighborhoods for households at all income levels and stages of life and seeks to promote and maintain a variety of housing types for all economic segments of the city"; and
- The residential development would meet current regional housing market demands.

Since the prevailing recommendation was to deny the Project, Staff is carrying forth the recommendation of the Planning Commission.

PROJECT DESCRIPTION:

The proposed Project now reduces the total number of lots from 192 to 188 on 48.6 acres located at the northeast corner of Ramona Expressway and Evans Road. The proposal involves amending the General Plan Land Use, and Zoning from Specific Plan and R-10,000 to R-6,000 to facilitate a 188 single-family lot subdivision with seven lettered lots, as summarized on the following page.

TENTATIVE TRACT MAP 38071 and 38071-1 (TTM21-05032) SUMMARY				
Lot No.	Area (sq. ft.)	Area (AC)	Land Use	Maintained By
A	28,148	0.65	Drainage/Basin	LMD
B	2,454	0.06	Landscape/Trail access	LMD
C	6,640	0.15	Landscape/Trail	LMD
D	31,485	0.70	Landscape/Trail	LMD
E	33,107	0.77	Open Space/Landscape	LMD
F	26,119	0.58	Drainage/Basin	LMD
G	26,400	0.60	Pocket Park	LMD

The subdivision has lots ranging from a minimum of 6,000 square feet to 12,779 square feet, with a lot average of 7,078 square feet. The proposed density is 6.2 dwelling units per acre, below the max density of the R-6,000 zone, which allows up to 7 dwelling units per acre.

The Project will be a two-phase development due to the DWR project along the site frontage that will require a staging easement on the developer's site. Phase 1 (TTM38071-1) consists of 107 single-family lots, and phase 2 (TTM38071) consists of 81 single-family lots. The phases are needed as DWR is working on off-site drainage improvements along the southern project boundary to connect to the Perris Valley Storm Drain Channel, which will require a construction staging easement that would preclude the ability to develop the site in one phase. Phase 1 includes the construction of a 26,400 sq. ft. pocket park (Lot "G"), and an 87,084 sq. ft. interim basin (Lot "A") surrounded by a temporary split-rail vinyl fence that will drain to the existing DWR channel to the south. Upon completion of the DWR channel, Phase 2 can proceed, and the interim basin (Lot "A") will be reduced to a 28,148 sq. ft. permanent basin. Also, during Phase 1, all off-site street improvements associated with the Project will be constructed.

ENVIRONMENTAL DETERMINATION:

Mitigated Negative Declaration (2370) has been prepared. In accordance with the California Environmental Quality Act (CEQA), a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration was filed for a thirty (30) day review. The public review period commenced on January 12, 2022 and ended on February 11, 2022. As of writing this report, no comment letters were received from any adjacent property owner or state agencies.

RECOMMENDATION:

Section 19.54.010(1) of the Municipal Code authorizes the Planning Commission to review and recommend approval or denial of proposed requests for general plan amendments and zone changes to the City Council. The Planning Commission determined that the Project did not adequately address the Commission's aforementioned issues of concern and recommended denial of the Project. Therefore, per the Planning Commission's action, Staff is carrying forth the Planning Commission's recommendations that the City Council ADOPT Resolution (next in order) not adopt the MND and deny General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-

05039, Tentative Tract Map 38071 and 38071-1 (TTM21-05032). However, if the City Council desires to approve the Project, a separate resolution (with revised and updated conditions) and ordinance for approval are attached to this report.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered by the applicant.

Prepared by: Nathan Perez, Senior Planner
REVIEWED BY: Kenneth Phung, Director of Development Services

City Attorney _____
Assistant City Manager _____
Deputy City Manager ER

- Attachments:
1. City Council Resolution (next in order) Denying Project
 2. Alternative Resolution Adopting MND and Approving the Project, including conditions of approval
 3. Ordinance Adopting Zone Change (ZC) 21-05039
 4. General Plan Amendment Exhibit
 5. Zone Change Exhibit
 6. Vicinity/Aerial Map
 7. TTM 38071 and TTM38071-1 plans and conceptual landscape plans
 8. Applicant letter stating Reasoning for approval dated April 26, 2022
 9. Planning Commission staff report submittal dated April 6, 2022 – due to the size of the documents, only the staff report is included as a hard copy. The entire staff report package is available online at:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-301>
 10. MND/Initial Study 2370 – Due to the size of the document file, the documents are on file with the Planning Division and available online at:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-301>

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

Attachment 1
City Council Resolution (next in order) Denying
Project

RESOLUTION NUMBER NO. next in order

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DENYING GENERAL PLAN AMENDMENT 21-05040, ZONE CHANGE 21-05039, AND TENTATIVE TRACT MAPS 38071 AND 38071-1, REGARDING A PROPOSAL TO AMEND THE GENERAL PLAN LAND USE DESIGNATION OF APPROXIMATELY 31.1 ACRES LOCATED AT THE NORTHEAST CORNER OF RAMONA EXPRESSWAY AND EVANS ROAD FROM R-10,000 (ZONING DESIGNATION) TO R-6,000 TO FACILITATE A 188 SINGLE-FAMILY SUBDIVISION WITH SEVEN (7) LETTERED LOTS, BASED UPON THE FINDINGS HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, the applicant, *Mission Pacific Land Company*, filed Tentative Tract Map 38071 and Tentative Tract Map 38071-1 (TTM21-05032) to subdivide 31.1 acres into 188 single-family lot subdivision located at the northwest corner of Ramona Expressway and Evans Road; and

WHEREAS, the applicant, *Mission Pacific Land Company*, filed General Plan Amendment (21-05040) and Zone Change (21-05039) for a proposal to amend the General Plan Land Use and Zoning designation of approximately 31.1 acres located at the northwest corner of Ramona Expressway and Evans Road from Specific Plan (GP designation) and R-10,000 (zoning designation) to R-6,000; and

WHEREAS, Tentative Tract Map 38071 and Tentative Tract Map 38071-1 (TTM21-05032), General Plan Amendment (21-05040), and Zone Change (21-05039) (collectively the "Project") have been duly noticed; and

WHEREAS, the proposed Project is considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, an Initial Study/Mitigated Negative Declaration ("MND") 2370 were prepared;

WHEREAS, between January 12, 2022, and February 11, 2022, the Initial Study/MND 2370 was made available for public review and comment during the state-mandated 30-day public review period (SCH # 2022010121); and

WHEREAS, Section 66411 of the California Government Code (Subdivision Map Act) vests in the legislative bodies of local agencies the regulation and control of the design and improvement of subdivisions; and

WHEREAS, pursuant to California Environmental Quality Act (Public Resources Code Section 21000, et seq.) ("CEQA"), Pub. Res. Code Sec. 21080(b)(5) and the State CEQA

Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.) Section 15270, a project that is denied or rejected is exempt from the requirements of CEQA; and

WHEREAS, a Planning Commission public hearing was held on April 6, 2022, regarding the Project and recommended denial of the Project to the City Council after considering all oral and written presentations and testimony by members of the public and City staff, including, but not limited to, materials in the staff report and accompanying documents, for the following reasons:

- The developer should consider mix-use (commercial and residential); and
- The Project requires an acoustical study to mitigate noise generated from events in the Perris Fairgrounds; and
- The Project does not address the lack of recreational park amenities in the residential area.

WHEREAS, on May 10, 2022, the City Council conducted a duly noticed public hearing regarding the Initial Study/MND 2370 (SCH # 2022010121); and the Project, at which time all interested persons were given full opportunity to be heard and to present evidence for the City Council's consideration (including all oral and written testimony from members of the public and City staff, including, but not limited to, the City staff reports and accompanying documents and exhibits); and

WHEREAS, the Project site is located within the March Air Reserve Base/Inland Port Airport Influence Area ("March AIA") Zone D (Flight Corridor Buffer) and Zone E (other Airport Environs), which have no residential development restrictions; therefore, the Project complies with both the 2014 March ARB/IP Land Use Compatibility Plan (March ALUCP); and

WHEREAS, on August 12, 2021, Riverside County Airport Land Use Commission ("ALUC") determined that the proposed General Plan Amendment ("GPA") 21-05040, Zone Change ("ZC") 21-05039, Tentative Tract Maps 38071 and 38071-1 ("TTM21-05032") applications are conditionally consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan ("MARB ALUCP"); and

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

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

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

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

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

Section 2. Based upon the forgoing, Initial Study, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to, testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, the City Council further finds, with respect to the Project, the following regarding General Plan Amendment (GPA) 21-05040:

A. *The General Plan Amendment is not consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The proposed amendment is not consistent with the SP (Specific Plan) designation which requires a comprehensive specific plan. Therefore, the proposed amendment would not be compatible with the adjacent General Plan designation, and surrounding designation to the south of Ramona Expressway of Commercial.

The proposed General Plan Amendment does not conform to the goals of the General Plan and zoning code development standards for SP. A comprehensive specific plan is required to be drafted to facilitate this residential development for single-family.

B. *The proposed amendment would be detrimental to the public interest, health, safety, convenience, or welfare of the City.*

The proposed amendment will be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment to change the General Plan land use designation from SP to R-6,000 will facilitate the development of single-family housing to meet demand in the City and regional housing demand, which is not consistent with the General Plan goals and objectives. Overall, the amendment would be detrimental to the public interest, health, safety, convenience, or welfare.

C. *In the case of an amendment to the General Plan Land Use Map, the subject parcel(s) is not physically suitable (including, but not limited to access, provisions of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation(s) and the anticipated land use development(s).*

The proposed General Plan Amendment will not bring the subject property into conformance with the existing zoning which will facilitate single-family residential development in the future in a manner not consistent with the existing neighborhood fabric, the General Plan's vision, and the City's Zoning Code. The future single-family neighborhood is not compatible with the Perris Fairground operations and noise. Also,

the remnant parcel is not included into this development which will be utilized for staging of the DWR channel construction which should be included into this development to prevent incompatible uses. Also, the remnant parcel is zoned "SP" and should be rezoned to coincide with the proposed residential use.

Section 3. Based upon the forgoing, Initial Study, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to, testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, the City Council further finds, with respect to the Project, the following regarding Zone Change 21-05039:

A. *The proposed zoning is not consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The proposed R-6,000 zoning will not create consistency with the existing General Plan land use designation of R-10,000 to facilitate future single-family residential development at a density of 4-7 dwelling units per acre, which is not consistent with the density proposed.

Finally, as conditioned, the Project does not meet or exceed the objectives of the existing General Plan land use designation of SP, and as such, the proposed Zone Change is not consistent with the General Plan Land Use Map which requires a Specific Plan.

B. *The proposed zoning is compatible with or provides adequate buffering of adjoining uses.*

The proposed R-6,000 residential zoning is not compatible with the adjoining land use which includes a DWR channel to the south, a detention basin to the west, and the Lake Perris Fairgrounds to the east.

C. *The proposed zoning is a logical extension of the existing zoning pattern.*

The proposed zoning is not a logical extension of the existing approved zoning pattern, immediately west and south of the site, which is zoned as P (public), as well as surrounding incompatible zoning from the Lake Perris Fairgrounds.

Section 4. Based upon the forgoing, Initial Study, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to, testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, the City Council further finds, with respect to the Project, the following regarding Tentative Tract Map 38071 and Tentative Tract Map 38071-1 (21-05032).

A. *Tentative Tract Map is not consistent with the General Plan underlying land use designation of R-6,000, and all other applicable Specific Plan and General Plan policies; and*

The design and improvements required for TTM 38071 and TTM38071-1 are not consistent with the City General Plan designation of SP and R-10,000 zoning, with respect to the minimum required development standards, including lot width, depth, and size. Therefore, the Project is not consistent with the City's General Plan and Zoning Ordinance.

B. The site is not suitable for the type of development:

As designed and through the application of the conditions of approval, the proposed subdivision, TTM 38071 and TTM38071-1, the site is not suitable for the type of development due to incompatibility with the Perris Fair Grounds use and operations.

C. The site is not physically suitable for the proposed density of development:

The site for TTM 38071 and TTM38071-1 is not physically suited to create a subdivision for future development for single-family residential development since there are no recreational facilities, no access from the Lake Perris Drive or Ramona Expressway. As such, the Project site is not physically suitable for the proposed density of development.

D. The design of the subdivision or the type of improvements will conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of, property within the proposed subdivision.

The design of the subdivision or any type of improvements will conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of property within the proposed subdivision.

E. The proposed Project will result in a significant adverse effect on the environment:

The proposed Tentative Tract Map will have a significant adverse effect on the environment since a new single-family neighborhood will be constructed which will create traffic, noise, and need for additional public services and facilities are not available in the area and to serve the project.

F. The proposed Project will have a negative effect on the public's health, safety, or general welfare.

The proposed Tentative Tract Map will have a negative effect on public health, safety, or general welfare to the future residents due to the Lake Perris Fairground operation and generated noise. Overall, TTM 38071 and TTM38071-1 will have a negative effect on public health, safety, or the general welfare of the City of Perris residents.

G. The Project is not in compliance with the Subdivision Map Act.

The design of subdivision, TTM 38071 and TTM38071-1, is not in compliance with the Subdivision Map Act as the lots created by the subdivision are an adequate size to support

future single-family residential development as intended, and the proposed subdivision is not consistent with the standards outlined for R-10,000 zoning district and all applicable provisions of the City's Subdivision and Zoning Codes Title 18 & 19). Therefore, TTM 38071 and 38071-1 are not in compliance with the Subdivision Map Act.

- H. *The discharge of waste from the proposed subdivision into an existing community sewer system would result in violation of existing requirements prescribed by a state regional water quality control board pursuant to division 7 (commencing with section 13000) of the Water Code.***

The discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a state regional water quality control board. As required by the State of California Water Quality Control Board (WQCB), the Project applicant has prepared a Preliminary Water Quality Management Plan (WQMP). The Project includes the construction and maintenance throughout the life of the Project and two bioretention basins within the Project site as treatment control Best Management Practices (BMPs) to treat potential runoff pollutants generated by the Project. A bioretention basin only is proposed at the northeast corner of the site to capture and treat the surface water runoff from the northern two-thirds of the site. A second bioretention and flood control basin is proposed at the southeast corner of the site to capture and treat the surface water runoff from the southern one-third of the site. The bioretention basins would provide removal efficiency of 80% or greater for Priority Pollutants including bacteria, nutrients, pesticides, sediments, trash and debris, and oil and grease.

Section 5. Based upon the forgoing, Initial Study, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to, testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA and Government Code Section 65589.5 section (d) and (j) (Article 10.6. Housing Elements), the City Council further finds, with respect to the Project, the following regarding Housing Accountability Act.

- A. *The proposed housing development project does not comply with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete.***

The proposed housing development does not comply with applicable, objective general plan, zoning, and subdivisions standards and criteria, including design review standards. The General Plan designates the project site as SP which requires a comprehensive specific plan which would include zoning and subdivision standards. Also, the Project is designed as not to adhere to the underlying zoning of R-10,000.

- B. The local agency proposes to disapprove the project or to impose a condition that the project be developed at a lower density, the local agency shall base its decision regarding the proposed housing development project***

The Project was recommended for denial by the Planning Commission to the City Council. The existing zoning designation of R-10,000 was not imposed or conditioned to be a lower residential density. The developer/applicant is requesting a higher density. Also, the proposed housing development does not comply with applicable, objective general plan, zoning, and subdivisions standards and criteria, including design review standards. The General Plan designates the project site as SP which requires a comprehensive specific plan which would include zoning and subdivision standards. Also, the Project is designed as not to adhere to the underlying zoning of R-10,000.

- C. The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.***

The housing development project does not have adverse impact upon the public health or safety which would require a lower residential density because of a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions.

- D. There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.***

There are no adverse impacts identified as part of this project which would require a lower residential density.

Section 6. Based upon the forgoing, Initial Study, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to, testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, the City Council hereby denies TTM 38071 and TTM 38071-1 (21-05039), Zone Change (21-05039), General Plan Amendment (21-05040).

Section 7. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 8. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 10th day of May 2022.

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 (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10th day of May 2022 by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment 2

Alternative Resolution Adopting MND and Approving the Project including Conditions of Approval

RESOLUTION NUMBER NO. next in order

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION 2370 AND APPROVING GENERAL PLAN AMENDMENT 21-05040, AND TENTATIVE TRACT MAPS 38071 AND 38071-1, REGARDING A PROPOSAL TO AMEND THE GENERAL PLAN LAND USE DESIGNATION OF APPROXIMATELY 31.1 ACRES LOCATED AT THE NORTHEAST CORNER OF RAMONA EXPRESSWAY AND EVANS ROAD FROM R-10,000 (ZONING DESIGNATION) TO R-6,000 TO FACILITATE A 188 SINGLE-FAMILY SUBDIVISION WITH SIX SEVEN (7) LETTERED LOTS, BASED UPON THE FINDINGS HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, the applicant, *Mission Pacific Land Company*, filed Tentative Tract Map 38071 and Tentative Tract Map 38071-1 (TTM21-05032) to subdivide 31.1 acres into 188 single-family lot subdivision located at the northwest corner of Ramona Expressway and Evans Road; and

WHEREAS, the applicant, *Mission Pacific Land Company*, filed General Plan Amendment (21-05040) for a proposal to rezone approximately 31.1 acres located at the northwest corner of Ramona Expressway and Evans Road R-10,000 (zoning designation) to R-6,000; and

WHEREAS, Tentative Tract Map 38071 and Tentative Tract Map 38071-1 (TTM21-05032), General Plan Amendment (21-05040), (collectively the “Project”) have been duly noticed; and

WHEREAS, the Project is commonly known as the Stratford Ranch Residential East Project; and

WHEREAS, the proposed Project is considered a “project” as defined by the California Environmental Quality Act (“CEQA”); and

WHEREAS, an Initial Study/Mitigated Negative Declaration (“MND”) 2370 were prepared;

WHEREAS, between January 12, 2022, and February 11, 2022, the Initial Study/MND 2370 was made available for public review and comment during the state-mandated 30-day public review period (SCH # 2022010121); and

WHEREAS, Section 66411 of the California Government Code (Subdivision Map Act) vests in the legislative bodies of local agencies the regulation and control of the design and improvement of subdivisions; and

WHEREAS, a Planning Commission public hearing was held on April 6, 2022, regarding the Initial Study/MND 2370 (SCH # 2022010121); and the Project at which time all interested persons were given full opportunity to be heard and to present evidence for the Planning Commission's consideration, and, at the conclusion of the public hearing and after consideration thereof, the Planning Commission recommended denial of the Project to the City Council; and

WHEREAS, on May 10, 2022, the City Council conducted a duly noticed public hearing regarding the Initial Study/MND 2370 (SCH # 2022010121); and the Project, at which time all interested persons were given full opportunity to be heard and to present evidence for the City Council's consideration (including all oral and written testimony from members of the public and City staff, including, but not limited to, the City staff reports and accompanying documents and exhibits); and

WHEREAS, the Project site is located within the March Air Reserve Base/Inland Port Airport Influence Area ("March AIA") Zone D (Flight Corridor Buffer) and Zone E (other Airport Environs), which have no residential development restrictions; therefore, the Project complies with both the 2014 March ARB/IP Land Use Compatibility Plan (March ALUCP); and

WHEREAS, on August 12, 2021, Riverside County Airport Land Use Commission ("ALUC") determined that the proposed General Plan Amendment ("GPA") 21-05040, Zone Change ("ZC") 21-05039, Tentative Tract Maps 38071 and 38071-1 ("TTM21-05032") applications are conditionally consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan ("MARB ALUCP"); and

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

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

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

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

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

Section 2. Based upon the forgoing, Initial Study, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to, testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, the City Council hereby determines pursuant to Section 15070 of the CEQA Guidelines that all potential significant effects on the environment can be reduced to a less than significant level through mitigation measures, the design of the Project, the requirements of the City's Zoning Code, and standard requirements of the City; therefore, an MND 2370 has been prepared, with findings that:

- A. No significant environmental effects would occur, and there is no substantial evidence, in light of the whole record, that the Project as revised may have a significant effect on the environment. Therefore, an MND 2370 has been prepared.
- B. The City has complied with CEQA.
- C. Determinations of the City Council reflect the independent judgment of the City.

Section 3. Based upon the forgoing, Initial Study, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to, testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, the City Council further finds, with respect to the Project, the following regarding General Plan Amendment (GPA) 21-05040:

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

The proposed General Plan Amendment will result in changing the General Plan land use designation from Specific Plan ("SP") to R-6,000, which will create consistency with the proposed R-6,000 Zone Change request. The proposed amendment would also create compatibility with the adjacent General Plan residential land use designations on the north and west. Further, changing the General Plan land use designation from SP to R-6,000 aligns the property and General Plan land use designation with the direction of the community, which seeks to provide additional housing options to meet unmet housing demands and logically extends the existing zoning pattern to the north and east of the site.

Furthermore, the General Plan Amendment is consistent with General Plan Policy I. An of the General Plan Land Use Element, which seeks to promote variety in dwelling types, densities, and locations to satisfy changing demands as the community evolves and matures. It is also consistent with Goal 1 of the Housing Element, which seeks to promote and maintain various housing types for all economic segments of the City. Finally, as conditioned, the Project meets or exceeds the objectives of the proposed R-6,000 General Plan land use designation and, as such, is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.

The proposed General Plan Amendment conforms to the goals of the General Plan as future development is conditioned to comply with zoning code development standards and provide for adequate services, infrastructure, and facilities, which implements the General Plan goals, objectives, and policies.

- B. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.***

The proposed General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment to change the General Plan land use designation from SP to R-6,000 will facilitate the development of single-family housing to meet demand in the City and regional housing demand, which is consistent with the General Plan goals and objectives. The site is located in an urbanizing area surrounded by single-family residential on the north and east with a similar residential density. Adequate site access and services are readily available, and future development will be required to adhere to all applicable city codes, standards, and policies and, thus, the amendment would not be detrimental to the public interest, health, safety, convenience, or welfare.

- C. *In the case of an amendment to the General Plan Land Use Map, the subject parcel(s) is physically suitable (including, but not limited to access, provisions of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation(s) and the anticipated land use development(s).***

The proposed General Plan Amendment will bring the subject property into conformance with the proposed Zone Change, which will facilitate single-family residential development in the future in a manner consistent with the existing neighborhood fabric, the General Plan's vision, and the City's Zoning Code. The parcel is physically suitable for single-family residential use, as it is of adequate shape and size, and utilities and city services are readily available to service the site. The property would gain access from the adjoining a public roadway, and future development would be at the same density as the adjoining residential land use to the north. The site is relatively flat and does not have any physical constraints, such as steep slopes or watercourses, to prevent future single-family development.

Section 4. Based upon the forgoing, Initial Study, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to, testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, the City Council further finds, with respect to the Project, the following regarding Tentative Tract Map 38071 and Tentative Tract Map 38071-1 (21-05032).

- A. *Tentative Tract Map is consistent with the General Plan underlying land use designation of R-6,000, and all other applicable Specific Plan and General Plan policies; and***

The design and improvements required for TTM 38071 and TTM38071-1 are consistent with the City General Plan and R-6,000 zoning, with respect to the minimum required development standards, including lot width, depth, and size. The lots created by TTM 38071 and TTM38071-1 will provide an adequate building site, appropriate vehicular access, and recreational opportunities at a density that is compatible with existing surrounding residential uses. Further, necessary water and sewer services are available to serve the site, and the development is required through conditions and approval and mitigation measures to pay its fair share and construct transportation, drainage, and other improvements to serve the site. Therefore, the Project is consistent with the City's General Plan and Zoning Ordinance.

B. The site is suitable for the type of development:

As designed and through the application of the conditions of approval, the proposed subdivision, TTM 38071 and TTM38071-1, the site is suitable for the type of development. Also, the proposed subdivision is compatible with the entitled Stratford Ranch Residential North and South project and the existing two residential neighborhoods north in density, zoning, and product type. Therefore, the proposed subdivision is compatible with surrounding land uses and zoning designations.

C. The site is physically suitable for the proposed density of development:

The site for TTM 38071 and TTM38071-1 is physically suited to create a subdivision for future development for single-family residential development. The lots created by the proposed Project proposed are consistent with the development standards established for the R-6,000 zone in terms of size, shape, width, and depth and can readily accommodate future residential development. All future development is required to undergo additional administrative review to ensure that it meets all City code requirements for architecture, grading, and plotting. As such, the Project site is physically suitable for the proposed density of development.

D. The design of the subdivision or the type of improvements will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of, property within the proposed subdivision.

The design of the subdivision or any type of improvements will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of property within the proposed subdivision.

E. The proposed Project will not result in a significant adverse effect on the environment:

The proposed Tentative Tract Map will not have a significant adverse effect on the environment. An Initial Study was prepared for the , which was supported by numerous technical studies, including biological, cultural, paleontological, air quality, greenhouse gas, traffic, and other studies covering the site. Because the surrounding area has been transitioning to an urban environment, potential adverse effects on the environment were

found to be less than significant through the application of conditions of approval, mitigation measures, and design modifications.

Adequate public services and facilities are available to serve the Project, and potential impacts to parks and recreation and infrastructure are mitigated to an insignificant level through the requirement for on and off-site impacts, fair share payments, and participation in the City's impact fee programs. Furthermore, the application of the City's standard project conditions (i.e., Erosion Control Best Management Practices, Storm Water Best Management Practices, etc.) will prevent the Project from creating significant impacts to the environment.

F. The proposed Project will not have a negative effect on the public's health, safety, or general welfare.

The proposed Tentative Tract Map will not have a negative effect on public health, safety, or general welfare. The design of the subdivision is in conformance with the City's General Plan, Zoning Code, and Subdivision Ordinance. As conditioned, the developer is required to pay its fair share towards or construct improvements in order to comply with all applicable City ordinances, codes, and standards, which are intended to protect the public safety, health, and welfare. Adequate services are available and in close proximity to serve the subdivision, and no hazardous situations are created through the subdivision. As such, TTM 38071 and TTM38071-1 will not have a negative effect on public health, safety, or the general welfare of the City of Perris residents.

G. The Project is in compliance with the Subdivision Map Act.

The design of subdivision, TTM 38071 and TTM38071-1, is in compliance with the Subdivision Map Act as the lots created by the subdivision are of adequate size to support future single-family residential development as intended, and the proposed subdivision is consistent with the standards outlined for R-6,000 zoning district and all applicable provisions of the City's Subdivision and Zoning Codes Title 18 & 19). Therefore, TTM 38071 and 38071-1 are in compliance with the Subdivision Map Act.

H. The discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a state regional water quality control board pursuant to division 7 (commencing with section 13000) of the Water Code.

The discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a state regional water quality control board. As required by the State of California Water Quality Control Board (WQCB), the Project applicant has prepared a Preliminary Water Quality Management Plan (WQMP). The Project includes the construction and maintenance throughout the life of the Project and two bioretention basins within the Project site as treatment control Best Management Practices (BMPs) to treat potential runoff pollutants generated by the Project. A bioretention basin only is proposed at the

northeast corner of the site to capture and treat the surface water runoff from the northern two-thirds of the site. A second bioretention and flood control basin is proposed at the southeast corner of the site to capture and treat the surface water runoff from the southern one-third of the site. The bioretention basins would provide removal efficiency of 80% or greater for Priority Pollutants including bacteria, nutrients, pesticides, sediments, trash and debris, and oil and grease.

Section 5. Based upon the forgoing, Initial Study, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to, testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, the City Council hereby adopts Mitigated Negative Declaration 2370 and Mitigation Monitoring Reporting Program (MMRP), and approves TTM 38071 and TTM 38071-1 (21-05039), Zone Change (21-05039), General Plan Amendment (21-05040) for the Project, subject to the attached Conditions of Approval for the *Stratford Ranch Residential East Project*.

Section 6. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 7. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 10th day of May 2022.

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 (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10th day of May 2022 by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachments:

1. Conditions of Approval (Planning, Engineering, Public Works, Building and Fire)

**CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION**

UPDATED CONDITIONS OF APPROVAL

Tentative Tract Map 38071 and 38071-1 (21-05032)

Zone Change 21-05039

General Plan Amendment 21-05040

May 10, 2022 ~~April 6, 2022~~

PROJECT: General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-05039, Tentative Tract Map 38071 and 38071-1 (TTM21-05032) – A proposal to amend the General Plan Land Use and Zoning designation of approximately 48.6 acres located at the northeast corner of Ramona Expressway and Evans Road from Specific Plan and R-10,000 to R-6,000 to facilitate a 188 single-family lot subdivision with seven (7) lettered lots. **Applicant:** Jason Keller, Mission Pacific Land Company.

***MITIGATION, MONITORING, AND REPORTING PROGRAM (MMRP)**

The Mitigation Monitoring and Reporting Program (MMRP) Checklist is attached to reduce potential traffic, air quality, biological and cultural resource impacts, and shall be implemented in accordance with the timeline, reporting, and monitoring intervals listed in the MMRP. The applicant is required to meet all the mitigation measures as conditions of approval.

General Requirements:

- 1. Environmental Impact Report Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) of the Mitigated Negative Declaration.
- 2. Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19.
- 3. Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the **May 20, 2022, City Council meeting**, or as amended by these conditions and as approved by the City Council. Any deviation shall require appropriate Planning Division review and approval.
- 4. Tract Map Term of Approval.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Development Services Department at least thirty (30) days prior to the expiration of Tentative Map approval.
- 5. Val Verde School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the *Val Verde School District*.

6. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
7. **Graffiti** located on-site shall be removed within 48 hours. The site shall be always maintained in a graffiti-free state. Any graffiti located on the site shall be removed within 48 hours. **Graffiti shall be painted over in panels and not patches.** The paint used in the removal of graffiti shall match the existing color.
8. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance. **In addition, the project shall comply with the one-year landscape maintenance schedule identified in the Public Works Department Conditions of Approval No. 5, dated July 15, 2021.**
9. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning **Tentative Tract Map 38071 and 38071-1 (TTM21-05032), General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-05039.** The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
10. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
11. **Fish and Game Fee.** Within three (3) days of City Council approval, the applicant shall submit a check to the City Planning Division, payable to "Riverside County Clerk-recorder," for payment of State Fish and Game fees and County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
12. **Public Works Administration Conditions.** The project shall comply with all requirements of the Public Works Administration Department as indicated in the Conditions of Approval dated February 22, 2022.

13. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval for TM38701 and TM38071-1 dated March 22, 2022.
14. **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall in the memo dated January 6, 2022, and as identified below:
 - a. The cul-de-sac bulb (the portion at the end of the cul-de-sac street which is wider than the cul-de-sac “neck” leading to it) shall be identified as a fire lane with red curbs or “Fire Lane—No Parking” signs. The markings/signage shall be per City of Perris Standards as outlined in the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development.
 - b. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
 - c. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
 - d. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
 - e. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 - f. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
 - g. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13D. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
 - h. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 1000 GPM for 2-hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
15. **Building Conditions.** The project shall comply with all requirements of the Building Official as indicated in the conditions of approval dated January 3, 2022.
16. **Community Services Conditions.** The project shall comply with all requirements of the Community Services department as indicated in the conditions of approval dated February 14, 2022.
17. **Class II Bike Lane.** A Class II bike lane shall be installed per the *Perris Trail Master Plan*

along Evans Road to all off-site improvement plans subject to the approval of Planning Division and City Engineer. A copy of the street improvement plans shall be submitted to the Planning Division.

18. **Dam Inundation Disclosure.** The owner shall disclose to all future tenants indicating the project is in a dam inundation area making the site subject to flooding in the event of a dam failure.
19. **Unit Identification.** Each unit in the tract shall include an interior lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
20. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public rights-of-way adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
21. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
22. **Residential Use and Development Restrictions.** The physical development of all lots shall be reviewed and approved by the city. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any sales trailer or a model home shall require separate review and approval by the City.
23. **Spark Arresters.** If applicable, all spark arresters in the proposed tract shall be screened by sheet metal enclosures, or other material acceptable to the Building Department, and painted according to the approved paint palette.
24. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
25. **Energy Conservation.** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (as feasible):
 - Low NO_x water heaters per specifications in the Air Quality Attainment Plan;
 - Heat transfer modules in furnaces;
 - Light-colored water-based paint and roofing materials;
 - Passive solar cooling/heating; and,
 - Energy-efficient appliances and lighting.

An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.

26. **Preliminary Water Quality Management Plan (PWQMP)** A Preliminary WQMP was prepared for the proposed project site. All P-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:
- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the lot-specific LID design, extended detention basins, and landscaping. The Public Works Department shall review and approve the final WQMP text, plans and details.

Prior to Final Tract Map Approval.

27. **Final Tract Map Approval.** Prior to issuance of grading permits, a final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer. No precise grading permit shall be approved prior to final tract map approval. The developer shall obtain the following clearances or approvals before Final Map Recordation:
- a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Administrative Development Plan Review approvals, as mandated by the Perris Municipal Code.
 - b. Planning Commission approval of all proposed street names through a Street Name application.
 - c. Prior to final map, the developer shall include a description that Perry Street (between Lake Perris Drive to Evans Road) is vacated with the Final Tract Map.
 - d. Provide two (2) easements to the remnant parcel (APN: 302-200-005) as depicted by the Tentative Tract Map.
 - e. Any other required approval from an outside agency.
 - f. **Community Facilities District No. 2018-02 (public services district).** The project shall be annexed into the Public Services District (Community Facilities District 2018-02).
 - g. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the

project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to the issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:

- i. Landscape Maintenance District No. 1;
- ii. Flood Control Maintenance District No. 1;
- iii. Maintenance District No. 84-1;
- iv. Perris North Public Safety Community Facilities District 2001-3; and
- v. Transportation Uniform Mitigation Fee.
- vi. Community Facilities District No. 2018-02 (public services district)

28. **Access to Recreational Trail.** Before recordation of the final parcel map, the developer shall dedicate land, provide easements, or otherwise hold property in common ownership for access point (lot B) to the recreational trail along the easterly and southerly boundary of the project site. A break in the fence shall be provided at access point (lot B) and include the installation of removable bollards to prevent the entrance of motorized vehicles. The recreational trail (lots C and lot D) is subject to the Public Works Conditions dated February 22, 2022. The recreational trail design is subject to the review and approval of the Public Works Department.
29. **Remnant Parcel (APN: 302-200-005).** The tract map shall provide two (2) points of recorded access to the remnant parcel. In the interim, the developer shall install removable bollards, curb, gutter, and temporary fencing or other acceptable barriers (to the satisfaction of the Director of Development Services or designee) to prevent vehicles from driving Lake Perris Drive through the remnant parcel to the proposed tract.
30. **CC&Rs.** Prior to the recordation of the Final Map, the developer shall submit and obtain approvals for any Covenants, Conditions, and Restrictions (CC&Rs) to the Department of Development Services and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.

Prior to Issuance of Grading Permits

31. **Southern California Edison.** Prior to the issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms before the commencement of construction.
32. **Final Water Quality Management Plan (F-WQMP).** The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs, including the bio-retention basin, detention basin, self-retaining landscaping, and roof

drains to vegetation. The Public Works Department shall review and approve the final WQMP text, plans, and details.

33. **Floodway.** If applicable, prior to receiving a building permit, no residential units shall not be developed within a FEMA-designated 100-year floodplain unless otherwise approved by FEMA. The finish floor elevation of residential structures proposed in the floodplain is required to be elevated 12 inches above the 100-year floodplain Base Flood Elevation (BFE).

Prior to Issuance of Building Permits

34. **Building Plans.** All Planning, Public Works Administration, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings and implemented in accordance with the timeline, reporting, and monitoring intervals listed in the MMRP.

35. **Noise Study.** The project shall comply with the noise study (dated May 12, 2021) mitigation measures prior to building permit issuance.

36. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.

37. **Administrative Development Plan Review.** Prior to issuance of any building permit, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of architecture, plotting, conceptual landscape, and fencing of all production units within the entire tract. The applicant shall provide one single-story product type which shall be plotted on corners and at regular intervals throughout the tract (i.e., every fourth or fifth unit). Side entry garages are encouraged and shall be incorporated as feasible and as approved through the development plan review process. The following is required for plotting, color and materials, and architecture.

- a. The developer shall submit a minimum of four (4) architectural types, four (4) or more color schemes, and a minimum of four (4) floor plans.
- b. Each architectural type shall provide a minimum of two (2) materials that are associated with selected architecture.
- c. All elevations shall provide architectural detail options for lots facing the public right-of-way, detention basins, Trails, and Lake Perris Drive.
- d. The floor plan shall include the garage being set back behind 3' feet or more from the habitable building wall or covered porch entry.
- e. No three (3) consecutive lots (side by side) shall have similar architecture or floor plan, and no similar architecture or floor plan shall be located across the street.
- f. A minimum of 10% of each floor plan shall be used within the tract.
- g. All garage doors shall include decorative windows at the top sectional row of the garage door.

- h. All units are required to provide a covered porch towards the street.
- i. Roof type and roof pitch of new residential buildings shall be consistent throughout the architectural type.
- j. Two-story homes will break first and second story by recessing the second story or by providing an architectural feature that would distinguish each story from one another.
- k. All units shall include accent features such as sills, shutters, false canopies, surrounds, and multi-paned windows shall be used. Recessed windows shall also be used where appropriate.
- l. All electrical panels and exposed roof pipes shall be painted to match.
- m. **The proposed architecture shall match the development to the west (TM36648 and TM36648-1)**

38. Phasing. Prior to issuance of building permits, all phasing plans shall be reviewed and approved by the Planning Division, and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots.

39. March Air Reserve Base. Prior to building permit issuance, in accordance with conditions of approval by the Airport Land Use Commission (ALUC) letter dated August 12, 2021, the following measures shall be implemented to address the project's location within Airport Influence Area:

- a. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
- b. The following uses shall be prohibited:
 - i) Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - ii) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - iii) Any use which would generate excessive smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, artificial marshes, wastewater management facilities, composting operations, trash transfer stations that are open on one or more sides, recycling centers contain putrescible wastes, construction and demolition debris facilities, fly ash disposal and incinerators.)
 - iv) Any use that would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
- c. A "Notice of Airport in the Vicinity" shall be provided to all potential purchasers

and tenants of the property and shall be recorded as a deed notice. The disclosure is as follows:

NOTICE OF AIRPORT IN VICINTIY

“This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyance, if any are associated with the property before you complete your purchase and determine whether they are acceptable to you”.

- d. The proposed water detention and/or infiltration basins or facilities shall be designed so as to provide for a detention period for the design storm that does not exceed 48 hours and to remain totally dry between rainfalls. Vegetation in and around the retention basin(s) that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC “LANDSCAPING NEAR AIRPORTS” brochure and the “AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT” brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscape Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: “there is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds proper maintenance is necessary to avoid bird strikes.” The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

- e. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communication could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.

40. Walls and Fences. Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division of a block wall/ fence plan. No precision block is allowed. At a minimum, this plan shall include the following items:

- a. **Decorative Perimeter Walls.** The perimeter walls shall consist of a 6’ foot high split-face block wall with decorative cap along Evans Road, southern tract

boundary, facing along Lake Perris Drive, and interior detention basins (in public view and facing interior trails) shall include split-face block wall with stone veneer pilasters every 60' feet or perimeter wall corner, or lot line corner.

- b. **Fencing (visible from public view).** A six-foot high, decorative split-face block wall (no precision block) shall be required for all residential property lines where side or rear yards adjoin a public street. This shall include decorative stone veneer pilasters. Split-face block walls with vinyl gates shall be used for all side returns between residences and along all side yards adjacent to a street.
- c. **Interior fencing (not visible from public view).** Six-foot high, u.v. protected vinyl fence on side and rear property lines interior to the project (not visible from the public right-of-way).
- d. **Height of Block Walls.** All split face walls shall not be higher than 6' feet in height. If a combination wall exceeds 6' feet, then a landscape berm or retaining wall is required to conceal the height of the wall.
- e. **Detention Basins and Storm Drain Facilities (interim and permanent).** All enclosed detention basins or storm drain facilities (see Lot E requirements below) shall have decorative wrought iron fencing with decorative pilasters every 60' feet or perimeter wall corner, or lot line corner. If the detention basin abuts a residential property, a 6' foot decorative block wall is required.
- f. **Lot E.** All fencing for lot E shall be 6-foot-high wrought iron and pilasters every 60 feet or corners.
- g. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract along Evans Road. Theme walls and monuments shall be within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.
- h. **Graffiti.** All tract perimeter block walls shall be treated with a graffiti resistant coat. This includes walls facing the Southerly Channel, Lake Perris Drive, and Evans Road.
- i. **Trail Fencing.** All trail fencing shall be of vinyl split-rail fencing material in areas that are not fenced by the DWR.
- j. **Interim Basin.** The interim basin shall be constructed with wrought iron and pilasters every 60 feet for the final basin design area. The remnant interim fencing area for the interim basin shall be split rail vinyl.
- k. **Easterly Wall.** The developer/merchant home builder shall construct an 8' foot high wall perimeter wall along Lake Perris Drive and the easterly property line.

41. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. If any deviations from the construction hours are deemed necessary, it first must be requested with the building inspector identifying why this must occur and the time frame it is needed along with necessary provision to mitigate noise impact. The approval of this request is subject to the review and approval of the Building Official.
 - b. Building Department Construction activity shall not exceed 80 dBA in residential zones in the City.
 - c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.
 - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
 - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
 - f. Project applicant shall require contractor to provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors as practical to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.
42. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number to Planning Staff.
43. **Fees.** The developer shall pay the following fees according to the timeline noted.
- Prior to the issuance of building permits, the applicant shall pay:
- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
 - b. Multiple Species Habitat Conservation Plan fees currently in effect;
 - c. Current statutory school fees to all appropriate school districts;
 - d. Any outstanding liens and development processing fees owed to the City;
 - e. Prior to the issuance of building permits, The developer shall pay all development impact fees, including parks and recreation fees in accordance with Ordinance Number 953. Such fees shall be based on a

ratio of five acres per thousand residents. Per said ordinance the City reserves the right to utilize fair market value of the land based on qualified appraisal;

- f. Appropriate City Development Impact Fees in effect at the time of development (to include any community services DIF fees and Perris Valley ADP fees);
- g. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development; and
- h. Park Facility Fees.

44. **Additional Plan Requirements.** The following additional plans shall be reviewed and approved by Planning staff and the appropriate City departments, as necessary:

- a. **Attached sidewalks.** The entire tract shall provide attached sidewalks within the right-of-way.
- b. **Landscape Maintenance District Areas.** The following areas shall be included in the Landscape Maintenance District:
 - i. Evans Road Parkway
 - ii. Main entrances from Evans Road
 - iii. All Detention basins within TM 38701 and TM38701-1
 - iv. All interior decompose granite trails and points of trail access from Evans Road and along the easterly boundary of the tract.
 - v. Entry monument signage.

45. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:

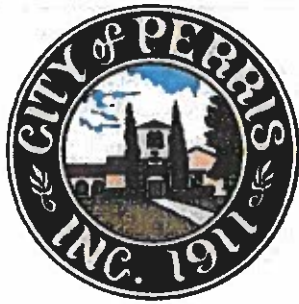
- a. **Accent Landscaping.** The following treatments, consistent with the conceptual landscape plan or as conditioned herein, are required:
 - Shade trees (are required along the easterly recreational trail and entry trail connection points.
 - Large trees (36" box) shall contribute to the landscape design at all main entrances to the project site.
- b. **Street Trees.** All street trees shall be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway. Corner lots shall have three (3) street trees, minimum or one (1) street tree for every 30 lineal feet of street frontage.
- c. **Parkway Landscape and Irrigation.** All parkways shall be provided with landscape and automatic irrigation.
- d. **Front Yard Trees.** A minimum of two (2) fifteen (15) gallon front yard trees shall be provided for each residential lot.
- e. **BMPs for Water Quality (Interim and Permanent).** All BMPs (vegetated

- swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. The detention basins shall provide minimum 24" inch box trees with shrubs or combination with ground cover. Perennial grass mix is prohibited.
- f. **Slopes.** Slopes that are 3:1 or steeper and 4 feet or higher, shall have one approved tree for every 400 square feet, with 70% of trees 10 gallon sized, and 30% being 5 gallon sized. All slopes shall include automatic irrigation and erosion control fabric.
 - g. **Water Conservation.** Landscaping must comply with AB 325 for water conservation or other current policy or regulation at such time of development. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).
 - h. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.
 - i. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.
 - j. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the "Certificate of Compliance" to signify code compliance.

Prior to Issuance of Occupancy Permits:

- 46. **Disclosure Statements.** Developer shall record a disclosure on each lot and provide a disclosure to the purchaser of each lot that the project is within a dam inundation area and is subject to flooding in the event of a dam failure and shall provide an acknowledgment of this disclosure by each purchaser to the City. A similar disclosure shall be made in recognition of potential noise impacts from March Air Reserve Base and the aviation easement granted to the City of Perris and to the March Inland Port Airport Authority.
- 47. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.

End of conditions



CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1444

February 23, 2022, *Revised March 22, 2022*

TTM 21-05032 – TTM 38071

NE Corner of Ramona Expressway & Evans Road

Par 1 – PM 23930 – MB 179-070

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer/property owner provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, right-of-way, and drainage courses with appropriate Q's and their omission may require the site plan to be resubmitted for further consideration. These ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved Traffic Impact analysis, the most stringent in the opinion of the city shall prevail

General Conditions:

1. The projects grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.
3. Due to primary and secondary access and drainage issues, Tract Map 38071 may only be recorded after the recordation of Tract Map 38071-1, i.e. all the conditions of tract Map 38071-1 Conditions of Approval shall be completed.

Prior to Recordation of the Final Map:

4. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.
5. The developer/property owner shall submit the following to the City Engineer for review and approval:
 - a. Onsite Grading Plan and Erosion Control Plan - Plans shall show the approved WDID No.
 - b. Street and Storm Drain Improvement Plan
 - c. Traffic Signal Plan
 - d. Signing and Striping Plan
 - e. Water and Sewer Plan
 - f. Final Drainage Plan, Hydrology and Hydraulic Report
 - g. Street Light Plan prepared by a registered Electrical Engineer per City of Perris Safety lighting Standards
 - h. Final WQMP (for reference)

The design shall be in compliance with EMWD, RCFCDD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

6. Relinquish and waive rights of access to and from Evans Road on the Final Map.
7. Relinquish and waive rights of access to and from Ramona Expressway on the Final Map.
8. Evans Road is classified as a Primary Arterial (128'/94') per General Plan. Adequate right-of-way shall be dedicated on Evans Road ~~from northerly tract boundary to Ramona Expressway~~ along the property frontage to accommodate a 64-foot-wide half width dedicated right-of-way.
9. All interior streets are classified as Local (60'/40'). Adequate rights-of-way shall be dedicated on all interior streets to accommodate a 60-foot-wide full width dedicated right-of-way.

10. All knuckles, cul-de-sacs and offset cul-de-sacs shall be improved per County of Riverside Standard Nos. 800, 800(A), and 801 respectively.
11. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.
12. Designated lots shall be dedicated for the open spaces and the trails as approved by the Planning Department and the Public Works Department.
13. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.
14. The following statement shall be added to the map:

NOTICE OF DRAINAGE FEES. Notice is hereby given that this property is located in the Perris Valley Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et seq. of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the Riverside County Flood Control and Water Conservation District prior to issuance of the grading permit for the map, and that the property owner prior to issuance of the grading permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

15. The developer/property owner shall make a good faith effort to acquire required offsite property interests, and if he or she should fail to do so, the developer/property owner shall, prior to submittal of the Final Map for recordation, enter into an agreement to complete the improvements. The agreement shall provide for payment by the developer/property owner of all costs incurred by the city to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner cost). The appraiser shall be approved by the City prior to commencement of the appraisal.
16. The developer/property owner shall sign the consent and waiver forms to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights

and traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to Issuance of Grading Permit:

17. The developer/property owner shall submit the following to the City Engineer for review and approval:
 - a. Onsite Grading Plan and Erosion Control Plan – Plan shall show the approved WDID No.
 - b. Street and Storm Drain Improvement Plan
 - c. Traffic Signal Plan
 - d. Signing and Striping Plan
 - e. Final Drainage Plan, Hydrology and Hydraulic Report
 - f. Street Light Plan prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards.
 - g. Final WQMP (for reference)

The design shall be in compliance with EMWD, RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

18. The project site is within the limits of FEMA 100-year flood plain. The tract shall be floodproofed by elevating the pads above the 100-year water surface elevation.
19. The developer/property owner shall file and process a CLOMR.
20. Basins, drainage and flood control facilities and improvements shall be provided in accordance with RCFCD, DWR and the City of Perris requirements and standards to include but not limited to the following.
 - a. Onsite drainage facilities located outside of rights-of-way if required shall be constructed within dedicated drainage easements. Any work within RCFCD and DWR rights-of-way shall require their review and approval.
 - b. All drainage facilities, with the exception of nuisance drainage facilities as applicable shall be designed to convey the 100-year storm runoff.
21. The landscaping plans for the parkways, the open spaces and the trails shall be reviewed and approved by the Planning Department and the Public Works Department.

22. Bus stops shall be provided as required by Riverside County Transit Agency (RTA). Bus stop locations and turnouts shall be reviewed and approved by RTA.

Prior to Issuance of Building Permit:

23. The Final Map shall be recorded.
24. Submit water and sewer plans to the City Engineer for review and approval. Fire Department and EWMD approvals of onsite and offsite water and sewer plans are required prior to the City Engineer's approval of the plan.
25. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.
26. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan".

Prior to Issuance of Certificate of Occupancy:

27. The developer/property owner shall file and process a LOMR.
28. All interior streets (Local - 60'/40') within the 60-foot full width dedicated rights-of-way shall be improved to provide for a 40-foot pavement (using a TI of 5.5 and PG 64-10), 6-inch curb and gutter located 20 feet on both sides of centerline with 6-foot wide sidewalk and street lights subject to the result of a photometric study prepared by a registered Electrical Engineer, per City of **Perris**, County of Riverside and Caltrans Standards.
29. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.



Stuart E. McKibbin
Contract City Engineer



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: February 22, 2022

To: Nathan Perez, Senior Planner

DRAFT

From: Michael Morales, CIP Manager

By: Chris Baldino, Landscape Inspector **CB**

Subject: TTM 38071 (TTM21-05032), GPA21-05040, ZC21-05039 – Conditions of Approval – Proposal to amend the General Plan Land Use and Zoning designation of approximately 31.1 acres to facilitate 192 single-family lots of subdivision with 7 letter lots, located on northeast corner of Ramona Expressway and Evans Road.

-
1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:

TR-38071-1

- **Evans Road** – Provide offer of dedication as needed to provide for full half width Street (128' ROW (64' half width), curb gutter, sidewalk, median and off-site landscaping requirements, per City General Plan, including minimum 17' public parkway from back of curb.
- **Local Street Side Yard Fronting Lot #12, #13, #1, #192** Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirement, perimeter walls, fences, and neighborhood entry monuments per City General plan including a minimum 10' public parkway from face of curb.
- **Local Streets "I" & "D"** - Provide for full half width Streets, curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan including a minimum 10' public parkway from face of curb.
- **Lot "A" Bio Retention Basin #1 Interim design** – For grading design of the basin reference Appendix "C" and for Water Quality Design reference attached section 3.7 Sand filter of the Riverside County – Low Impact Development BMP Design Handbook or as approved by the Public Works NPDES Division. Provide a landscape design with a planting pallet that complements the parkway for the retention basin.
- **Lot "B" Trail Access between lots #46 & #47** – Provide for full width improvements including sidewalk, off-site landscaping requirement, decorative perimeter walls, fences, improvement, including a minimum 20' offer of dedication. Provide a landscape design to match the trail adjacent to this access.
- **Lot "C" DG Trail** – Developer shall provide landscaping and DG trail along the perimeter of the homes, including a 20' wide offer of dedication. Provide a landscape design that matches the existing trail to the north of this project.

TR-38071

- **Local Streets "I" & "D"** – Protect in place curb gutter, sidewalk, provide wrought iron fencing with pilasters, and landscape and Irrigation along Streets "I" & "D" fronting lots A, E and F.
- **Lot "A" Bio Retention Basin #1 Permanent design** - For grading design of the basin reference Appendix "C" and for Water Quality Design reference attached section 3.7 Sand filter of the Riverside County – Low

Impact Development BMP Design Handbook or as approved by the Public Works NPDES Division. Provide a landscape design with a planting pallet that complements the parkway for the retention basin.

- **Lot "F" Bio Retention Basin #2** - Provide for full half width street, curb gutter, sidewalk, wrought iron fence with pilasters, and off-site landscaping requirements, per City General Plan including a minimum 10' public parkway from face of curb. For grading design of the basin reference Appendix "C" and for Water Quality Design reference attached section 3.7 Sand filter of the Riverside County – Low Impact Development BMP Design Handbook or as approved by the Public Works NPDES Division. Provide a landscape design with a planting pallet that complements the parkway for the retention basin.
- **Lot "E" Open Space** - Provide for full half width Street, curb gutter, sidewalk, off-site landscaping requirement, per City General plan within a minimum 10' public parkway from face of curb. Provide a landscape design and planting pallet that complements the parkway and retention basin. Provide a wrought iron fence with pilasters except adjacent to lots 188 and 189. The design shall also include split faced block wall with columns and decorative caps on the North and East side of the lot, fronting lots 188 and 189.
- **Lot "D" DG Trail (DWR Continued)** – Developer shall provide landscaping and DG trail along the perimeter of the homes, including a minimum 15' to 20' wide offer of dedication, including an 8' wide DG path with mow curbs and landscaping along both side of the path including a two-rail vinyl fence to match existing trail.

2. **Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide a landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, and electronic copy including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. A maintenance responsibility site plan shall also be submitted for approval, (i.e. City Maintenance areas, HOA Maintenance areas, Privately Maintenance areas. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, maintenance quantity table, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "Off-site Landscape Plan for **TTM 38071-1 and TTM 38071**" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:

- **Evans Road** - Developer shall be required to install new landscape and Irrigation within existing parkway as follows: Trees Primary: Cinnamomum Camphora "Camphor Tree", Ulmuns parvifolia "Chinese Elm" Secondary tree: Lagerstroemia Faurei "Cherokee (Red)" Crape Myrtle, Brachychiton

Populneus "Bottle Tree". Use of drought resistant shrubs and groundcover intended to complement the existing parkway to the north along Evans Road, including but not be limited to the following: Xylosma C. 'Compacta', Muhlenbergia Capillaris 'pink Muhly', Agapanthus Africans 'Peter Pan', Lantana 'Gold Mound', Lantana Montevidensis Purple Trailing Lantana, Raphiolepis I. Clara 'Spring Time', Hesperaloe Parviflora 'Brake Light', Agapanthus Africans 'Lily of the Nile – White, Myoporum Parvifolium 'Pink', Tulbaghia Violacea Society Garlic, Trachelospermum Jasminiodes Star Jasmine, Parthenocissus Tricuspidata Boston Ive.

- **Evans Road Median** – Developer shall be required to install new raised landscaped median as follows: Trees Brachychiton Populneus Bottle Tree, Lagerstoremia Faure Cherokee (red). Use of drought resistant shrubs and groundcover intended to complement the existing median to the north along Evans Road, including but not be limited to the following: Callistemon Viminalis Little Johns, Lantana 'Gold Mound', Muhlenbergia Capillaris Pink Muhly, Hesperaloe Parviflora 'Brake Lights', Tulbaghia violacea Society Garlic, Tarachelospermum Jasminiodes 'Star Jasmine'.
 - **Lot "B" Pedestrian Pathway Trail Access** - Developer shall provide a 20' wide ADA accessible pedestrian pathway between homes with split faced block wall with columns every 20' and decorative caps to connect from sidewalk to Lot C trail. The landscape design to complement the landscape along the trail and shall have vines along the walls.
 - **Lots "C" & "D" DG Trail** - Developer shall provide a 15' to 20' wide landscape and DG trail along the perimeter of the homes with a design to complement the trail north of this project wit an 8' wide DG path and landscaping on both sides of the trail, including a two-rail vinyl fence on the outward side of the trial.
 - **Lot "A" Bio Detention Basin Interim** – Developer shall provide for landscaping and irrigation within the public parkway and bio detention basin which includes a bench at top of slope and concrete access road to the bottom of the basin per City standards. Landscape planting pallet shall complement the off-site landscape adjacent to the basins. Provide a wrought iron fence with pilasters fronting Street "D" and Street "I". Provide a spilt face block with columns and decorative caps wall along Lot 57, and decorative three rail vinyl fencing around the remaining area of the basin.
 - **Lot "A" Bio Detention Basin Permanent** – Developer shall protect in place existing landscaping within the public right-of-way along street "D" and street "I" and provide a new landscape and irrigation plan for the redesign of the basin to complement the existing landscape along the public right-of-way. Provide a wrought iron fence with pilasters along the public parkway. The design shall also include split faced block wall with columns and decorative caps, fronting lots 57, 112, 128 and 129.
 - **Lot "F" Bio Detention Basins** – Developer shall provide for landscaping and irrigation along the public parkway and within the bio detention basin, (see zoning design guidelines for benching) landscape planting pallet shall complement the off-site landscape adjacent to the basins.
 - **Lot "E" Open Space** – Developer shall provide a landscape design for a green space to accommodate the DWR and EMWD easements within this area along with amenities, i.e. benches, BBQ's, etc.). Landscape design shall complement the parkway along Evans Road and provide a wrought iron fence with pilasters except adjacent to lots 188 and 189. The design shall also include split faced block wall with columns and decorative caps on the North and East side of the lot, fronting lots 188 and 189.
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to

Salco or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.

- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
- g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
- h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.

- i. **Wire Mesh and Gravel at Pull Boxes-** Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
 - j. **Concrete Maintenance Band at Medians and Mortar Cobble turn Land –** Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6" to 12".
 - k. **Perimeter Walls Graffiti Coating –** Provide anti-graffiti coating at all perimeter walls. Acceptable products shall include Vitrocem Anti-Graffiti Coating or equal.
4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
 - **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - **Turn-Over Inspection–** On or about the one-year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.
5. **One Year Maintenance and Plant Establishment Period-**The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees, and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
- a. **Street Lighting-**If Street lighting is required, lighting shall meet the type, style, color, and durability requirements, necessary for energy efficiency goals, maintenance, and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.
7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
- **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Work's Engineering Administration and Special Districts Division.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall

submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project, as determined by the City Engineer
 - **Consent and Waiver for Landscape Maintenance District No. 1** -New off-site parkway, median, open space and any above ground landscaped water quality basins, or trails, proposed by the projects.
 - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.
 - Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industria, #200
Temecula, CA 92590
 - a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
 - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on

these Reports.

- iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.

DEVELOPER TO PROVIDE GRAVEL IN LIEU OF SAND. CITY COMMENTS 1/11/2022.

3.7 Sand Filter Basin

Type of BMP	Treatment
Treatment Mechanisms	Filtration, Biofiltration
Maximum Tributary Area	25 acres
Other Names	Sand Filter, Media Filter, Pocket Filter

Description

The Sand Filter Basin (SFB) is a basin where the entire invert is constructed as a stormwater filter, using a sand bed above an underdrain system. Stormwater enters the SFB at its forebay where trash and sediment accumulate or through overland sheet flow. Overland sheet flow into the Sand Filter Basin is biofiltered through the vegetated side slopes or other pre-treatment. Flows pass into the sand filter surcharge zone and are gradually filtered through the underlying sand bed. The underdrain gradually dewateres the sand bed and discharges the filtered runoff to a nearby channel, swale, or storm drain.



The primary advantage of the SFB is its effectiveness in removing pollutants where infiltration into the underlying soil is not practical, and where site conditions preclude the use of a Bioretention Facility. The primary disadvantage is a potential for clogging if silts and clays are allowed to flow into the SFB. In addition, this BMP's performance relies heavily on its being regularly and properly maintained.

While this BMP is not currently considered an LID BMP, when designed in accordance with this manual, a Sand Filter Basin is considered to be a highly effective Treatment Control BMP.

Siting Considerations

SFBs should be avoided where onsite configurations include a base flow and/or where this BMP would be put into operation while construction, grading or major landscaping activities are taking place in the tributary catchment. **This BMP has a flat surface area**, so it may be challenging to incorporate into steeply sloping terrain. SFBs should be set away from areas that could discharge fine sediments into the basin such as at the bottom of a slope. See Section 1 of Riverside County Flood Control and Water Conservation District's "Basin Guidelines" (Appendix C) for additional requirements (i.e., fencing, maintenance access, etc.) or other guidelines issued by the Engineering Authority (EA)¹.

¹ The Engineering Authority (EA) may choose to alter these guidelines and may have different/additional requirements. These entities, along with the District, will be referred to as the EA.

SAND FILTER BASIN BMP FACT SHEET

Setbacks

The bottom of the sand filter should remain above the seasonal high groundwater level. Always consult your geotechnical engineer for additional site specific recommendations.

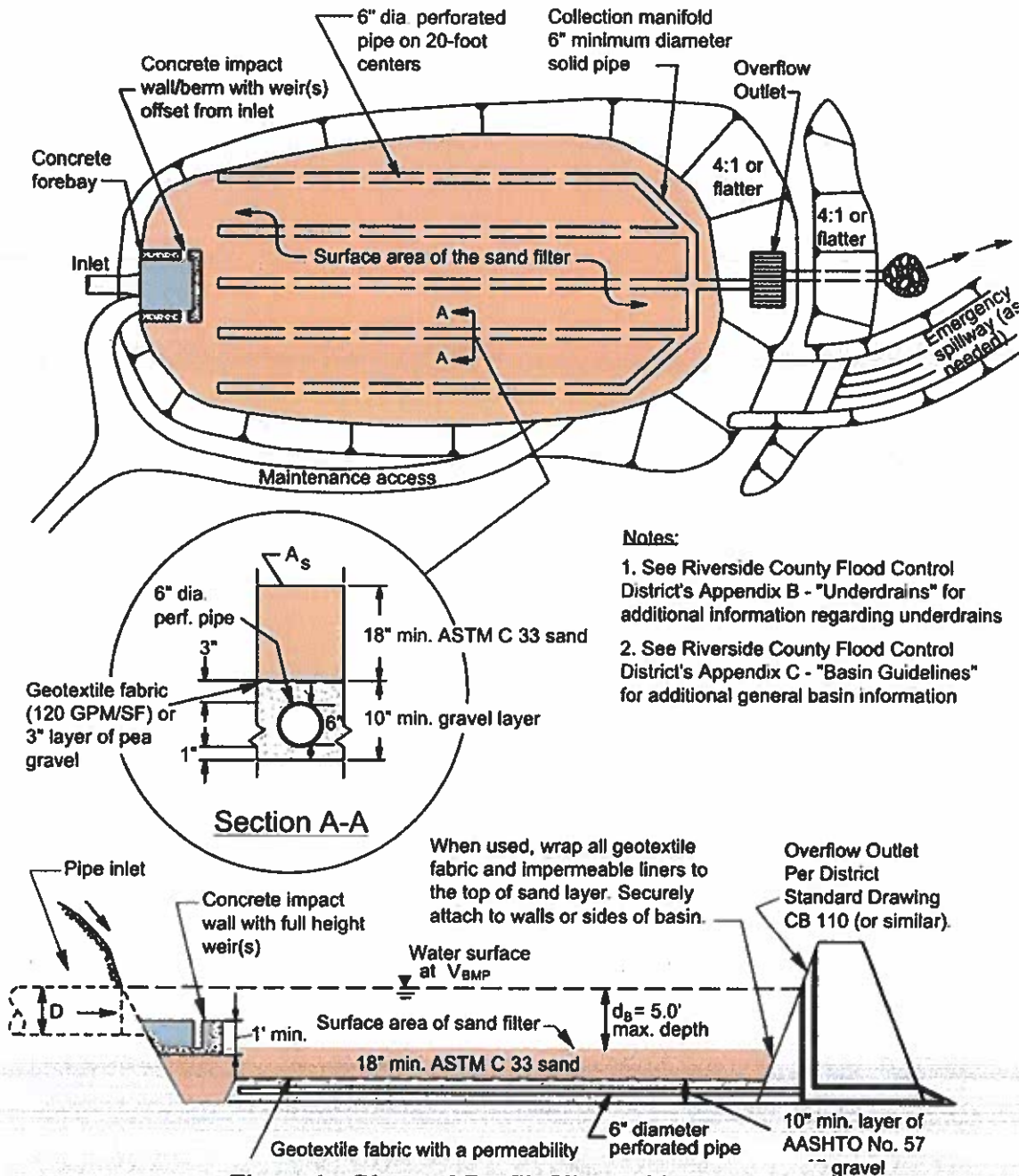


Figure 1 – Plan and Profile Views of SFB Basin

SAND FILTER BASIN BMP FACT SHEET

Forebay

A concrete forebay shall be provided to reduce sediment clogging and to reduce erosion. The forebay shall have a design volume of at least 0.5% V_{BMP} and a minimum 1 foot high concrete splashwall. Full height notch-type weir(s), offset from the line of flow from the basin inlet to prevent short circuiting shall be used to outlet the forebay. It is recommended that two weirs be used and that they be located on opposite sides of the forebay (see Figure 1).

Underdrains

Underdrain piping shall consist of a manifold (collector) pipe with perforated lateral branching. The lateral branching conveys the filtered water to the manifold where it is discharged into the outlet structure. See Appendix B for additional information.

Overflow Structure

An overflow must be provided to drain volume in excess of V_{BMP} or to help drain the system if clogging were to occur. Overflows shall flow to an acceptable discharge point such as a downstream conveyance system. Overflows must be placed above the water quality capture volume and near the outlet of the system. The overflow structure shall be similar to the District's Standard Drawing CB 110.

SAND FILTER BASIN BMP FACT SHEET

Recommended Maintenance

Table 1 - Recommended Inspection and Maintenance Activities for SFBs

Schedule	Inspection and Maintenance Activity
<p>Semi-monthly including just before the annual storm season and following rainfall events.</p>	<ul style="list-style-type: none"> • Routine maintenance and inspection. • Remove debris and litter from the entire basin to minimize filter clogging and to improve aesthetics. • Check for obvious problems especially filter clogging and signs of long term ponding. Repair as needed. Address odor, insects, and overgrowth issues associated with stagnant or standing water in the basin bottom. There should be no long-term ponding water. • Check for erosion and sediment laden areas in the basin. Repair as needed. Clean forebay if needed. • Revegetate side slopes where needed.
<p>Annually. If possible, schedule these inspections within 72 hours after a significant rainfall.</p>	<ul style="list-style-type: none"> • Inspection of hydraulic and structural facilities. Examine the overflow outlet for clogging, the embankment and spillway integrity, and damage to any structural element. • Check side slopes and embankments for erosion, slumping and overgrowth. • Inspect the sand media at the filter drain to verify it is allowing acceptable infiltration. Scarify the top 3 inches by raking the filter drain's sand surface annually. • Check the filter drain underdrains for damage or clogging. Repair as needed. • Repair basin inlets, outlets, forebays, and energy dissipaters whenever damage is discovered. • No water should be present 72 hours after an event. No long term standing water should be present at all. No algae formation should be visible. Correct problem as needed.
<p>Every 5 years or sooner depending on the observed drain times (no more than 72 hours to empty the basin).</p>	<ul style="list-style-type: none"> • Remove the top 3 inches of sand from the filter drain and backfill with 3 inches of new sand to return the sand layer to its original depth. When scarification or removal of the top 3 inches of sand is no longer effective, remove and replace sand filter layer.

SAND FILTER BASIN BMP FACT SHEET

Table 2 - Design and Sizing Criteria for SFBs

Design Parameter	Extended Detention Basin
Maximum tributary area	25 acres ²
Basin design volume	100% of V _{BMP}
Maximum basin depth	5 feet
Forebay volume	0.5 % of V _{BMP}
Longitudinal Slope	0%
Transverse Slope (min.)	0%
Outlet erosion control	Energy dissipaters to reduce velocities ¹
1. Ventura County's Technical Guidance Manual for Stormwater Quality Control Measures 2. CA Stormwater BMP Handbook for New Development and Significant Redevelopment	

Note: The information contained in this BMP Factsheet is intended to be a summary of design considerations and requirements. Additional information which applies to all detention basins may be found in the District's "Basin Guidelines" (Appendix C). In addition, information herein may be superseded by other guidelines issued by the EA.

Design Procedure

1. Enter the Tributary Area, A_{TRIB}
2. Enter the Design Capture Volume, V_{BMP}, determined from Section 2.1 of this Handbook
3. SFB Geometry

Determine the minimum sand filter area required. The filtration bed surface shall be flat with the maximum depth for the reservoir design volume no greater than 5 feet*. The reservoir design volume does not include the volume of the sand filter. No credit is given for voids in the sand layer toward the reservoir volume since the sand is part of the water quality filter and not a reservoir layer. The design storage volume shall equal 100 percent of V_{BMP}. The minimum sand filter area (A_s) of the basin's bottom shall be determined using the equation:

$$A_s = (V_{BMP} / d_B)$$

Where:

V_{BMP} = Design Volume, ft³

d_B = proposed basin depth (5 feet maximum), ft

Once the basin side slopes, proposed basin depth and depth of freeboard are entered, the spreadsheet will calculate the minimum total depth required to use this BMP. This is the depth from the top of the basin (including freeboard) down to the bottom of the underdrain gravel layer. This depth can be used to determine if enough vertical separation is available between the BMP and its outlet destination.

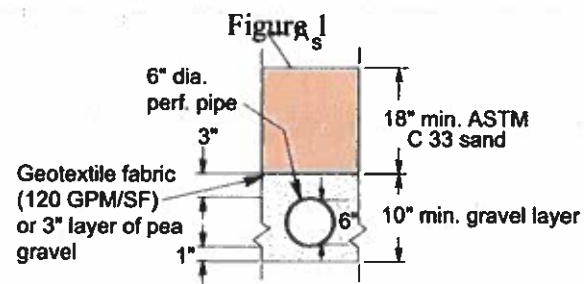
SAND FILTER BASIN BMP FACT SHEET

*Note: The 5 foot maximum depth equates to a minimum filter media infiltration rate of 0.83 inches per hour with a 72 hour drawdown time. Studies have shown that while initially most filter media will infiltrate at a much higher rate, it is not uncommon for that rate to decrease significantly over a very short period of time. (Urbonas, 1996)

4. Enter the proposed surface area of the basin.

5. Forebay

Provide a concrete forebay. Its volume shall be at least 0.5% V_{BMP} with a minimum 1 foot high concrete splashwall. Full-height notch-type weir(s) shall be used to outlet the forebay. The weir(s) must be offset from the line of flow from the basin inlet. It is recommended that two weirs be used and that they be located on opposite sides of the forebay (see Figure 1). Notches shall not be less than 1.5 inches in width.



6. Filter Media

Provide, as a minimum, an 18-inch layer of filter media (ASTM C-33 sand). Other filter media may be considered with sufficient supporting documentation. Where a medium level of removal efficiency is desired for nutrients, the depth of the sand layer must be increased to 36 inches.

5. Underdrains

Underdrains shall be provided per the guidelines outlined in Appendix B.

Sand Filter Basin (SFB) - Design Procedure	BMP ID	Legend:	Required Entries
			Calculated Cells

Company Name: _____ Date: _____
 Designed by: _____ County/City Case No.: _____

Design Volume

Total Tributary area $A_{TRIB} =$ _____ ac
 Enter V_{BMP} determined from Section 2.1 of this Handbook $V_{BMP} =$ _____ ft^3

Basin Geometry

Basin side slopes (no steeper than 4:1) $z =$ _____ :1
 Proposed basin depth (see Figure 1) $d_B =$ _____ ft
 Depth of freeboard (if used) $d_{fb} =$ _____ ft
 Minimum bottom surface area of basin ($A_s = V_{BMP}/d_B$) $A_s =$ _____ ft^2
 Minimum total depth required (includes freeboard, filter media and subdrains) $d_{req} =$ _____ ft
 Proposed Surface Area _____ ft^2

Forebay

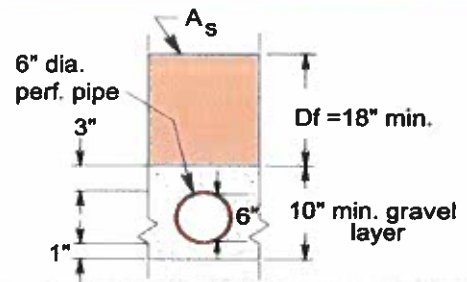
Forebay volume (minimum 0.5% V_{BMP}) Volume = _____ ft^3
 Forebay depth (height of berm/splashwall. 1 foot min.) Depth = _____ ft
 Forebay surface area (minimum) Area = _____ ft^2
 Full height notch-type weir Width (W) = _____ in

Filter Media

Description of filter media

- _____ Sand (ASTM C-33)
- _____ Other (Clarify in "Notes" below)

Media depth, $df =$ _____ inches



Underdrains

Diameter of perforated underdrain _____ in
 Spacing of underdrains (maximum 20 feet on center) **OK** _____ ft

Notes: _____

DEVELOPER TO PROVIDE GRAVEL IN LIEU OF SAND. CITY COMMENTS 1/11/2022.

3.7 Sand Filter Basin

Type of BMP	Treatment
Treatment Mechanisms	Filtration, Biofiltration
Maximum Tributary Area	25 acres
Other Names	Sand Filter, Media Filter, Pocket Filter

Description

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SAND FILTER BASIN BMP FACT SHEET

Setbacks

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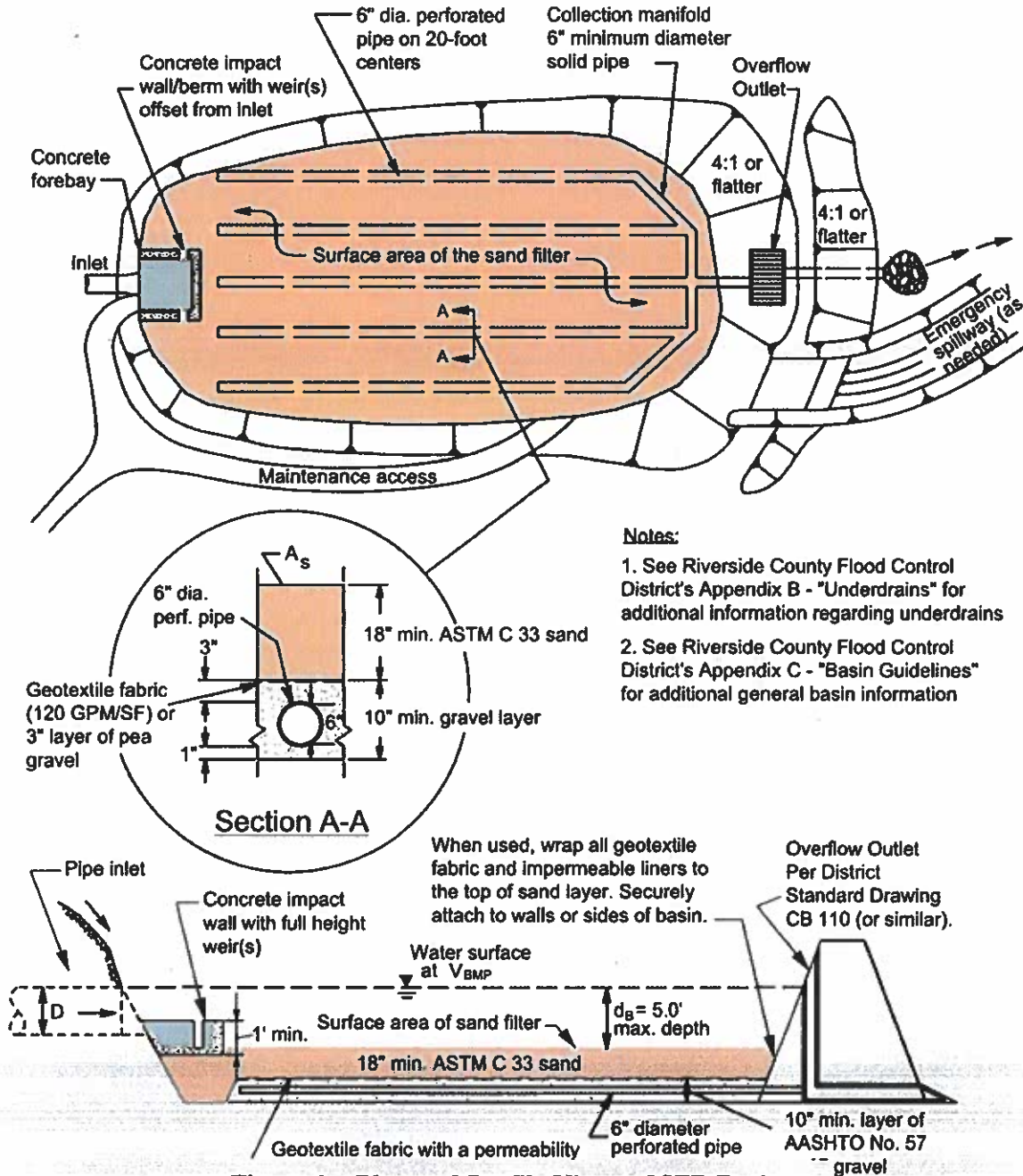


Figure 1 - Plan and Profile Views of SFB Basin

SAND FILTER BASIN BMP FACT SHEET

Forebay

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SAND FILTER BASIN BMP FACT SHEET

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SAND FILTER BASIN BMP FACT SHEET

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Transverse Slope (min.)	0%
Outlet erosion control	Energy dissipaters to reduce velocities ¹
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Note: The information contained in this BMP Factsheet is intended to be a summary of design considerations and requirements. Additional information which applies to all detention basins may be found in the District's "Basin Guidelines" (Appendix C). In addition, information herein may be superseded by other guidelines issued by the EA.

Design Procedure

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$$A_s = (V_{BMP} / d_B)$$

Where:

V_{BMP} = Design Volume, ft³

d_B = proposed basin depth (5 feet maximum), ft

Once the basin side slopes, proposed basin depth and depth of freeboard are entered, the spreadsheet will calculate the minimum total depth required to use this BMP. This is the depth from the top of the basin (including freeboard) down to the bottom of the underdrain gravel layer. This depth can be used to determine if enough vertical separation is available between the BMP and its outlet destination.

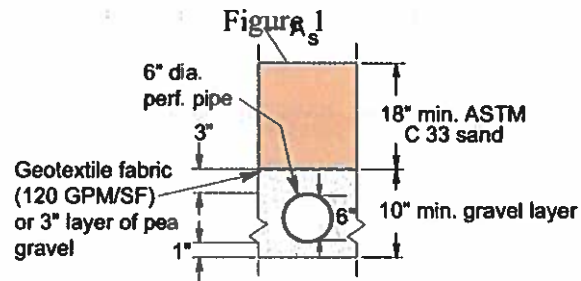
SAND FILTER BASIN BMP FACT SHEET

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Provide a concrete forebay. Its volume shall be at least 0.5% V_{BMP} with a minimum 1 foot high concrete splashwall. Full-height notch-type weir(s) shall be used to outlet the forebay. The weir(s) must be offset from the line of flow from the basin inlet. It is recommended that two weirs be used and that they be located on opposite sides of the forebay (see Figure 1). Notches shall not be less than 1.5 inches in width.



6. Filter Media

Provide, as a minimum, an 18-inch layer of filter media (ASTM C-33 sand). Other filter media may be considered with sufficient supporting documentation. Where a medium level of removal efficiency is desired for nutrients, the depth of the sand layer must be increased to 36 inches.

5. Underdrains

Underdrains shall be provided per the guidelines outlined in Appendix B.

Sand Filter Basin (SFB) - Design Procedure	BMP ID	Legend:	Required Entries
			Calculated Cells
Company Name:		Date:	
Designed by:		County/City Case No.:	

Design Volume

Total Tributary area $A_{TRIB} =$ ac

Enter V_{BMP} determined from Section 2.1 of this Handbook $V_{BMP} =$ ft^3

Basin Geometry

Basin side slopes (no steeper than 4:1) $z =$:1

Proposed basin depth (see Figure 1) $d_B =$ ft

Depth of freeboard (if used) $d_{fb} =$ ft

Minimum bottom surface area of basin ($A_s = V_{BMP}/d_B$) $A_s =$ ft^2

Minimum total depth required (includes freeboard, filter media and subdrains) $d_{req} =$ ft

Proposed Surface Area ft^2

Forebay

Forebay volume (minimum 0.5% V_{BMP}) Volume = ft^3

Forebay depth (height of berm/splashwall. 1 foot min.) Depth = ft

Forebay surface area (minimum) Area = ft^2

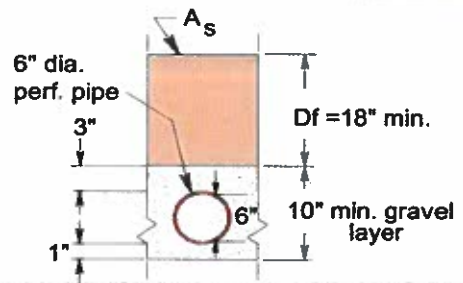
Full height notch-type weir Width (W) = in

Filter Media

Description of filter media

- Sand (ASTM C-33)
- Other (Clarify in "Notes" below)

Media depth, $d_f =$ inches



Underdrains

Diameter of perforated underdrain in

Spacing of underdrains (maximum 20 feet on center) **OK** ft

Notes:

Seeps and Springs- Intermittent seeps along cut slopes are typically fed by a shallow groundwater source (interflow) flowing along a relatively impermeable soil stratum. These flows are precipitation driven and should discontinue after a few weeks of dry weather. No special provisions are needed when directing these flows through the basin. However, more continuous seeps and springs, which extend through longer dry periods, are likely from a deeper groundwater source. When continuous flows are intercepted and directed through basins, adjustments to the approved facility design may be required to account for the additional base flow (unless already considered in design).

Privately Owned Basins - All of the criteria herein apply to privately maintained basins except that retaining walls may be used for a portion of interior slopes. Privately owned basins are only acceptable for commercial projects, multi-family residential projects and single family residential communities with a viable maintenance mechanism. Retaining walls may not be used to support water impounding embankments. Retaining walls shall not exceed one third of the outside perimeter of the basin. Detailed structural design calculations must be submitted with every retaining wall proposal. A fence shall be provided along the top of the wall. **The use of retaining walls in a basin requires approval prior to tentative project approval.** The EA or PA may reject the proposed use of retaining walls due to aesthetic and maintenance concerns relating to nuisance and graffiti abatement.

1.2 - Basin Grading Parameters

Basins must meet the following requirements for side slopes, fencing, and embankments:

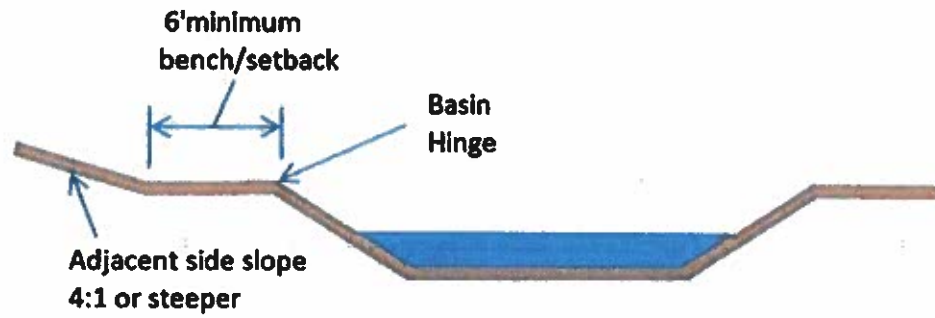
Interior Side Slopes - At least 50 percent of the facility perimeter shall have interior sides no steeper than 4H:1V and in no case steeper than 2H:1V (even if fenced) to minimize safety risks. Side slopes shall be no steeper than 4H:1V whenever adjacent to down-gradient external property lines, roadways, sidewalks and trails.

Embankments - Embankment fill slopes (external and internal) may be no steeper than 4:1 with no exceptions. Basin embankment height will be based on the vertical distance from the design overflow water surface (typically the spillway invert elevation) to the lowest downstream toe of embankment fill. Basin embankments higher than 5 feet shall require design by a geotechnical engineer and shall have a top width not less than 20 feet. For embankments 5 feet or less in height, the minimum top width shall be 6 feet. Embankments for water quality basins may not exceed 3 feet in height.

Setbacks - All basin grading impacts shall be set back a minimum of 6 feet from down-gradient external property lines. This requirement applies to both the top of a cut-slope and the toe of any exterior slope embankment, along with rip-rap energy dissipaters relative to the property line (excluding road right of way). The cut-slope setback requirement is intended to avoid situations where future offsite grading/cut-slopes could turn an incised

basin into an embankment-impounded reservoir. For all cases, depending on the amount of discharge and site characteristics, additional setback may be required unless appropriate easements are secured from the affected property owner(s).

There shall be a minimum 6 foot setback between a basin and an adjacent slope 4:1 or steeper.





CITY OF PERRIS

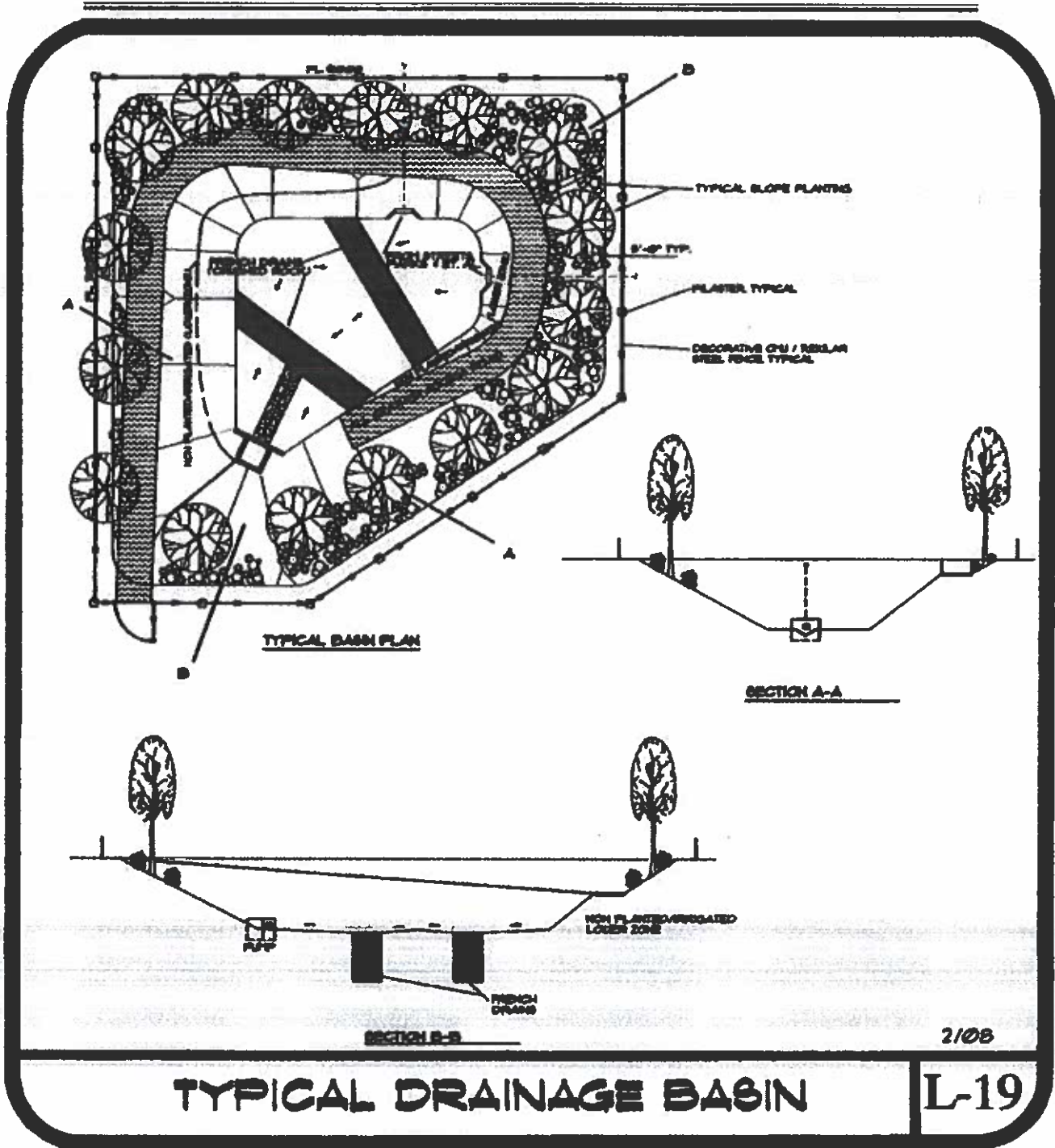
DEVELOPMENT SERVICES DEPARTMENT

PLANNING DIVISION

135 NORTH 7th STREET, PERRIS, CA. 92570-2200

TEL: (951) 943-5003 FAX(951) 943-8379

LANDSCAPING DETAIL



2/08

TYPICAL DRAINAGE BASIN

L-19



CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: February 14, 2022

To: Nathan Perez, Project Planner

From: Sabrina Chavez, Director of Community Services

Cc: Arcenio Ramirez, Community Services Manager
Arturo Garcia, Parks Supervisor
Joshua Estrada, Parks Coordinator

Subject: **General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-05039, Tentative Tract Map 38071 and 38071-1 (TTM21-050532) –**
A proposal to amend the General Plan Land Use and Zoning designation of approximately 31.1 acres located at the northeast corner of Ramona Expressway and Evans Road from Specific Plan (GP designation) and R-10,000 (zoning designation) to R-6,000 to facilitate a 192 single-family lot subdivision with seven (7) lettered lots (A through G). **Applicant:** Jason Keller, Mission Pacific Land Company.

Community Services Staff reviewed TTM 21-050532 and offer the following comment(s):

- Ordinance Number 953 F.1-7 specifies that whenever a specific plan, tentative tract map, residential tentative parcel map, or multi-family residential development proposal is submitted to the Development Services Department, it must be accompanied by a written statement from the applicant stating their intention to dedicate land to City, pay fees in lieu thereof, or a combination of both for park and recreational purposes. If the developer desires to dedicate land for this purpose, he shall first consult with the City Department of Community Services and Planning as to the appropriate area to be dedicated. Site selection and screening criteria and park unit classification is required and such areas as may be proposed to be dedicated shall be shown on the specific plan, tentative tract map, residential parcel map, or multi-family project site plan as submitted. No such statement is included with this application.
192. Single family lots x 4.49 persons per household = 862.08
Dedication requirements is 5 acres per 1,000 residents = 200
862.08 Persons per household/200 = 4.3__ acres



CITY OF PERRIS

COMMUNITY SERVICES

- The map or site plan for this project does not show the location of the proposed parkland dedication to City.
- The proposed parkland dedication is less than the amount of land required to be dedicated (5 acres, 1000 residents). ____ acres are required, but the proposed parkland dedication is only _____. The developer/subdivider must pay fees for the value of any additional land that otherwise would have been required to be dedicated.
- The proposed parkland falls below the minimum size for a 5.0 acre park.
- The proposed parkland lies in a floodplain/floodway which impacts the available area for development of park improvements.
The following terms are recommended:
- The Other: The household size has increased to 4.49 persons per household in Perris (2020 Census). This number should be used to calculate the park acreage required to meet the requirement. Facilities ineligible for park credit include landscaped area edges, medians, subdivision entries, lakes and streams, or other water features, paseos, greenbelts, trails, walkways, and others similar features that are used primarily as transportation corridors and are not destinations in and of themselves, and privately owned facilities (parks, community centers) which are smaller than four (4) acres.

Development Impact Fees

- The Project is subject to payment of Residential Park Development Impact Fees.
- The Project is subject to payment of Industrial Park Development Impact Fees.
- This Project is subject to payment of Public Art Development Impact Fees.

Special Districts

- The project shall annex into the Community Facilities District No. 2018-02 (Public Services)

Trails

- Identify on plan pedestrian access to the adjacent Perris Valley Trail.

SRC COMMENTS
***** BUILDING & SAFETY *****

Planning Case File No(s): TTM 38071 AND 38071-1 (revised)

Case Planner: Nathan Perez (951) 943-5003, ext.

Applicant: Jason Keller, Mission Pacific

Location: On the northeast corner of Ramona Expressway and Evans Road.

Project: A proposal to amend the general plan, to facilitate the construction of 192 single family dwelling units

APN(s): 302-210-001 through 009, 302-200-020 through 032 and 302-200-034

Reviewed By: David J. Martinez, CBO

Date: 01-03-2022

BUILDING & SAFETY

GENERAL CONDITIONS

1. Shall comply with the latest adopted edition of the following California Codes as applicable:

- A. 2019 California Building Code
- B. 2019 California Residential Code
- C. 2019 California Electrical Code
- D. 2019 California Mechanical Code
- E. 2019 California Plumbing Code
- F. 2019 California Energy Code.
- G. 2019 California Fire Code
- H. 2019 California Green Building Standards Code.
- I. 2019 Accessibility Regulations

2. The Tract or Parcel map shall record prior to the issuance of any permits

3. Permits are required prior to the removal and/or demolition of structures.

4. You will have to comply with the new residential Solar regulations.

5. You will have to comply with the new EV charging station regulations

6. If you are proposing to utilize Private streets instead of public streets you will have to comply with the private street limited street parking requirements and restricted parking for fire access requirements.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

- 14. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved
 - B. Rough grading completed
 - C. Compaction certification
 - D. Pad elevation certification
 - E. Rough grade inspection signed off

FIRE COMMENTS: WILL BE PROVIDED BY DENNIS GRUBB AND ASSOCIATES



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

Fire Department Development Review Comments

January 6, 2022

City of Perris
Attn: Nathan Perez
135 N. D Street
Perris, CA 92570-2200

Subject: Development Plan Review for TTM 38071 and 38071-1 (TTM21-05032)

As requested, a review of the subject property was completed. The following fire conditions shall apply:

1. The cul-de-sac bulb (the portion at the end of the cul-de-sac street which is wider than the cul-de-sac "neck" leading to it) shall be identified as a fire lane with red curbs or "Fire Lane—No Parking" signs. The markings/signage shall be per City of Perris Standards as outlined in the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development.
2. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
3. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
4. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
5. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
6. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
7. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13D. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.

8. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 1000 GPM for 2-hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.

Respectfully,



Dennis J Grubb, CFPE

Attachment 3
Ordinance Adopting Zone Change (ZC) 21-
05039

ORDINANCE NUMBER NO. next in order

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ZONE CHANGE 21-05039, A PROPOSAL TO CHANGE ZONING DESIGNATION OF APPROXIMATELY 31.1 ACRES LOCATED AT THE NORTHEAST CORNER OF RAMONA EXPRESSWAY AND EVANS ROAD FROM R-10,000 (ZONING DESIGNATION) TO R-6,000 TO FACILITATE A 188 SINGLE-FAMILY SUBDIVISION WITH SEVEN (7) LETTERED LOTS, BASED UPON THE FINDINGS HEREIN and SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, the applicant, *Mission Pacific Land Company*, filed Tentative Tract Map 38071 and Tentative Tract Map 38071-1 (TTM21-05032) to subdivide 31.1 acres into 188 single-family lot subdivision located at the northwest corner of Ramona Expressway and Evans Road; and

WHEREAS, the applicant, *Mission Pacific Land Company*, filed General Plan Amendment (21-05040) and Zone Change (21-05039) for a proposal to amend the General Plan Land Use and Zoning designation of approximately 31.1 acres located at the northwest corner of Ramona Expressway and Evans Road from Specific Plan (GP designation) and R-10,000 (zoning designation) to R-6,000; and

WHEREAS, Tentative Tract Map 38071 and Tentative Tract Map 38071-1 (TTM21-05032), General Plan Amendment (21-05040), and Zone Change (21-05039) (collectively the "Project") have been duly noticed; and

WHEREAS, the proposed Project is considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, an Initial Study/Mitigated Negative Declaration ("MND") 2370 were prepared for the Project;

WHEREAS, between January 12, 2022, and February 11, 2022, the Initial Study/MND 2370 was made available for public review and comment during the state-mandated 30-day public review period (SCH # 2022010121); and

WHEREAS, said proposed Zone Change (21-05039) is consistent with the General Plan Amendment; and,

WHEREAS, a duly noticed Planning Commission public hearing was held on April 4, 2022, at which time all interested persons were given full opportunity to be heard and to present evidence, and, after considering all oral and written testimony from members of the public and City staff, including, but not limited to, City staff presentations and staff reports, and

accompanying documents and exhibits, the Planning Commission recommended denial of the proposed Project to the City Council; and

WHEREAS, on May 10, 2022, the City Council conducted a duly noticed public hearing on the proposed Project at which time all interested persons were given full opportunity to be heard and to present evidence, and the City Council considered all oral and written testimony and materials from members of the public and City staff, including, but not limited, to presentations and staff reports, accompanying documents and exhibits; and,

WHEREAS, the Project site is located within the March Air Reserve Base/Inland Port Airport Influence Area ("March AIA") Zone D (Flight Corridor Buffer) and Zone E (other Airport Environs), which have no residential development restrictions; therefore, the Project complies with both the 2014 March ARB/IP Land Use Compatibility Plan (March ALUCP); and

WHEREAS, on August 12, 2021, Riverside County Airport Land Use Commission ("ALUC") determined that the proposed General Plan Amendment ("GPA") 21-05040, Zone Change ("ZC") 21-05039, Tentative Tract Maps 38071 and 38071-1 ("TTM21-05032") applications are conditionally consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan ("MARB ALUCP"); and

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

WHEREAS, Chapter 19.54.20(A.) of the City of Perris Municipal Code (Zoning Code, Authority and Review Procedures) authorizes the City to approve, conditionally approve, or deny requests for Zone Changes; and

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

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

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

Section 2. The City Council hereby determines pursuant to Section 15070 of the CEQA Guidelines that based upon the forgoing, Initial Study, staff report, supporting exhibits, and all written and oral testimony (including, but not limited to, testimony from members of the public and City staff) presented at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, all potential significant effects on the environment can be reduced to a less than significant level through mitigation measures, the design of the Project, the requirements of the City's Zoning Code, and standard requirements of the City; therefore, an MND 2370 has been prepared, with findings that:

- A. No significant environmental effects would occur, and there is no substantial evidence, in light of the whole record, that the Project as revised may have a significant effect on the environment. Therefore, an MND 2370 has been prepared.
- B. The City has complied with CEQA.
- C. Determinations of the City Council reflect the independent judgment of the City.

Section 3. Based upon the forgoing, Initial Study/MND 2370, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, the City Council further finds, with respect to the Project, the following regarding Zone Change 21-05039:

- A. ***The proposed zoning is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.***

The proposed R-6,000 zoning will create consistency with the proposed R-6,000 General Plan land use designation and facilitate future single-family residential development at a density of 4-7 dwelling units per acre, which is consistent with the density proposed.

As designed and conditioned, the proposed Zone Change 21-05039 is consistent with the proposed General Plan Amendment 21-05040 and the R-6,000 zoning district, with respect to the minimum required development standards, including lot width, depth, and size. Therefore, as designed and conditioned, the TTM 38071 and TTM38071-1 are consistent with the City's General Plan Land Use Map.

The proposed Zone Change 21-05039 is consistent with the proposed R-6,000 General Plan Land Use Designation and Map and conforms to the goals of the General Plan by complying with the subdivision and zoning code development standards, which implements the General Plan goals, objectives, and policies. Additionally, the Project provides adequate services, infrastructure, and facilities for the site and mitigates potential environmental impacts.

Furthermore, the proposed Zone Change 21-05039 is consistent with General Plan Policy I.A of the General Plan Land Use Element to promote variety in dwelling types, densities, and locations to satisfy changing demands as the community evolves and matures. The proposed Zone Change 21-05039 is also consistent with Goal 1 of the Housing Element, which seeks to promote and maintain a variety of housing types for all economic segments of the City. Finally, as conditioned, the Project meets or exceeds the objectives of the proposed R-6,000 General Plan land use designation, and as such, the proposed Zone Change 21-05039 is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.

B. The proposed zoning is compatible with or provides adequate buffering of adjoining uses.

The proposed R-6,000 zoning is compatible with the adjoining zoning designation of R-6,000 to the north and west of the Project site.

C. The proposed zoning is a logical extension of the existing zoning pattern.

The proposed Zone Change 21-05039 is a logical extension of the existing approved zoning pattern provide din the immediate west and north of the site, which is zoned as R-6,000, as well as surrounding residential uses to the east that are also designated as R-6,000. The proposed Zone Change 21-05039 would also facilitate the development of more affordable, smaller lot residential housing to address unmet market demand in the City. Future development is required to be designed in conformance with the R-6,000 zoning district, and the City's Zoning Code, and applicable standards, codes, and policies.

Section 4. Based upon the forgoing, Initial Study/MND 2370, staff report, supporting exhibits, and all written and oral testimony presented (including, but not limited to testimony by members of the public and City staff) at the May 10, 2022, public hearing and prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, the City Council hereby approves and adopts Zone Change 21-05039, as provided in the attached Zone Change Exhibit which is incorporated herein by this reference, for the Project to change 48.6 acres located at the northeast corner of Ramona Expressway and Evans Road from Specific Plan and R-10,000 to R-6,000, based on the information and findings presented in the staff report and supporting exhibits, as well as all written and oral testimony presented at the public hearing, and subject to the attached Conditions of Approval.

Section 6. The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty days after its final passage.

ADOPTED, SIGNED, and APPROVED this ___th day of May 2022.

Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 10th day of May 2022 by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

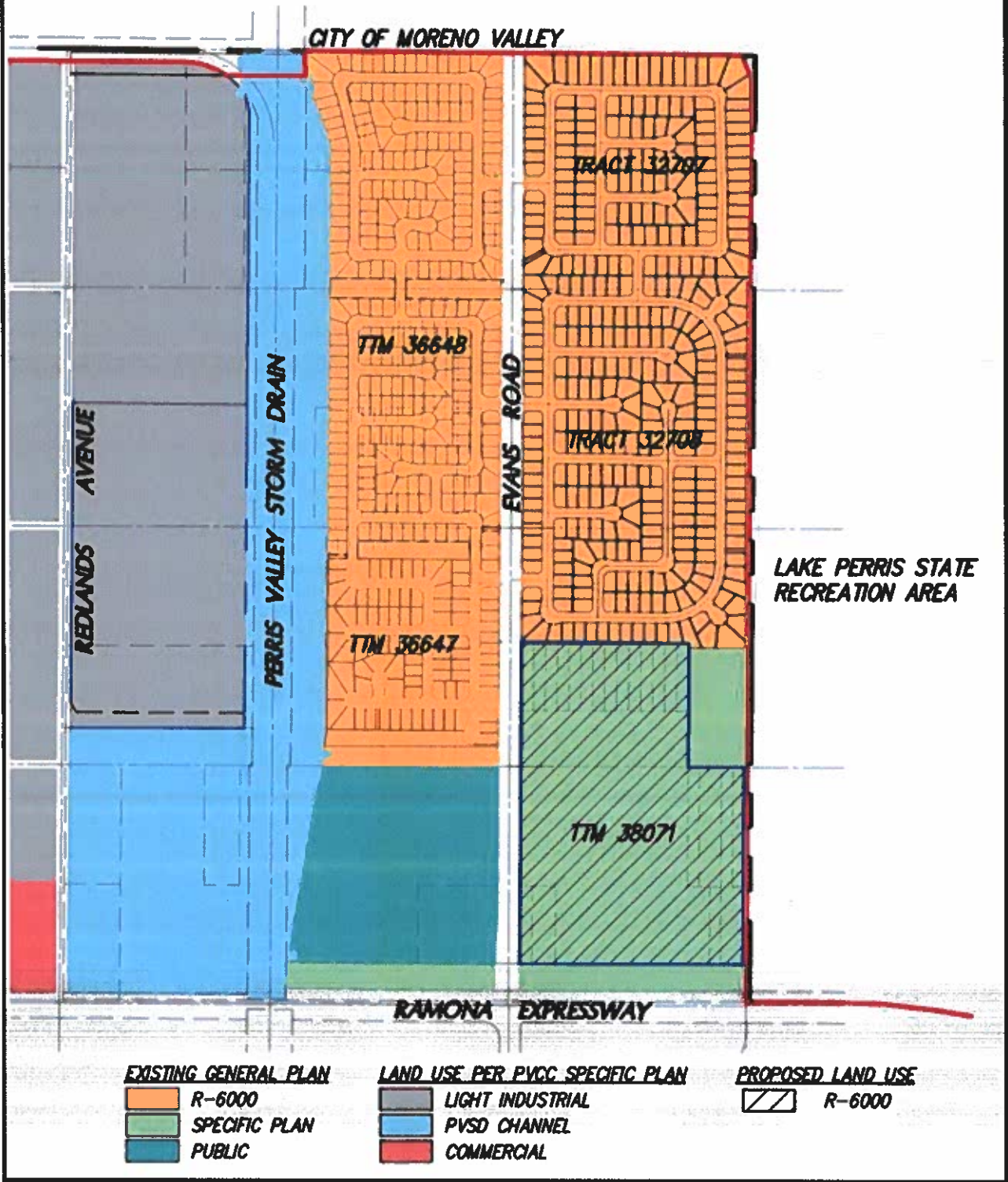
Attachments: Zone Change Exhibit

Attachment 4
General Plan Amendment Exhibit

SCALE P = 700'



GENERAL PLAN AMENDMENT EXHIBIT GPA 21-05040



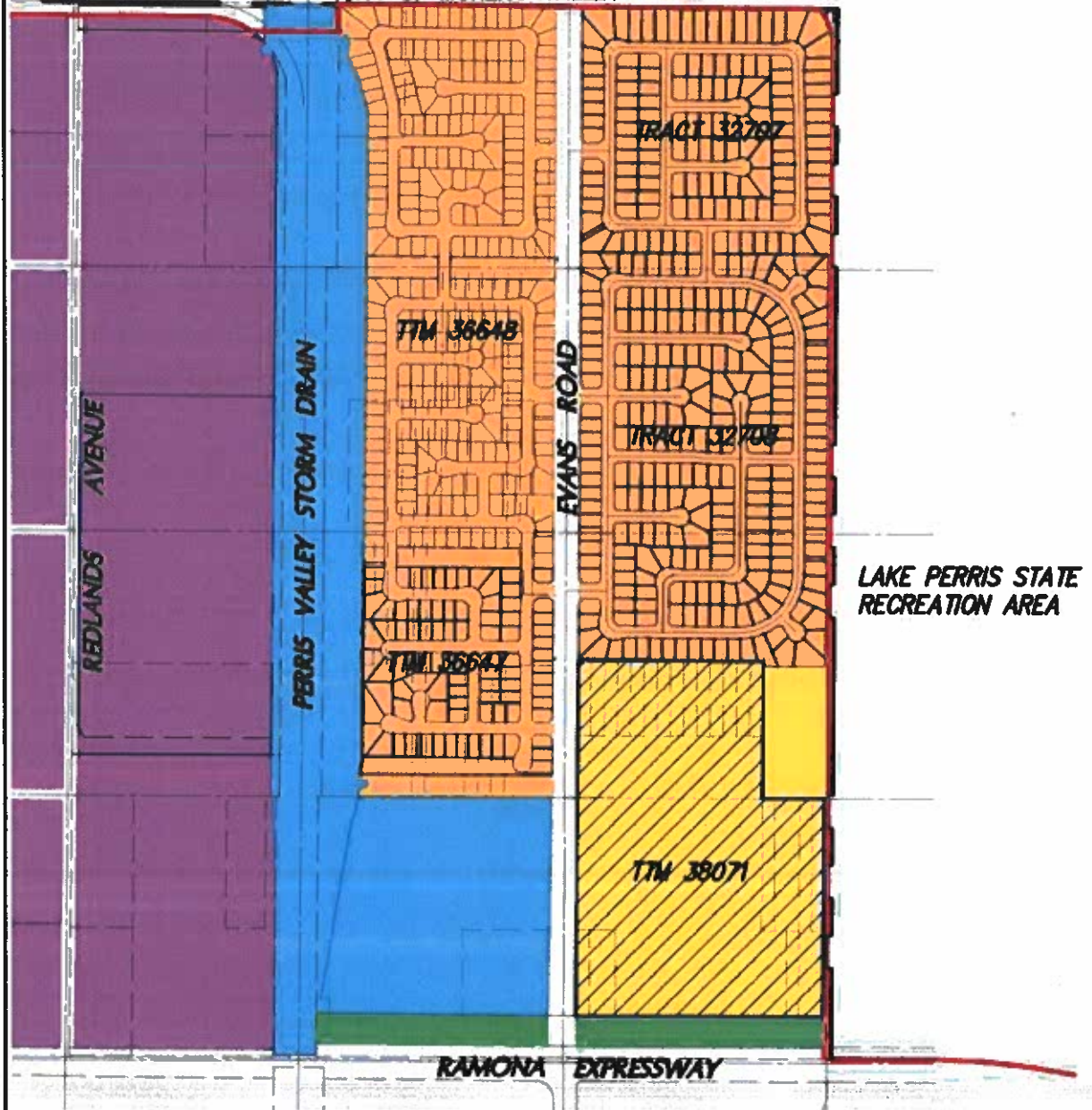
Attachment 5
Zone Change Exhibit

SCALE 1" = 700'



ZONE CHANGE EXHIBIT ZC 21-05039

CITY OF MORENO VALLEY



EXISTING ZONING

- | | |
|--|---|
|  R-6,000 |  NC-NEIGHBORHOOD COMM. |
|  R-10,000 |  PUBLIC |
|  PVCC SPECIFIC PLAN |  OPEN SPACE |

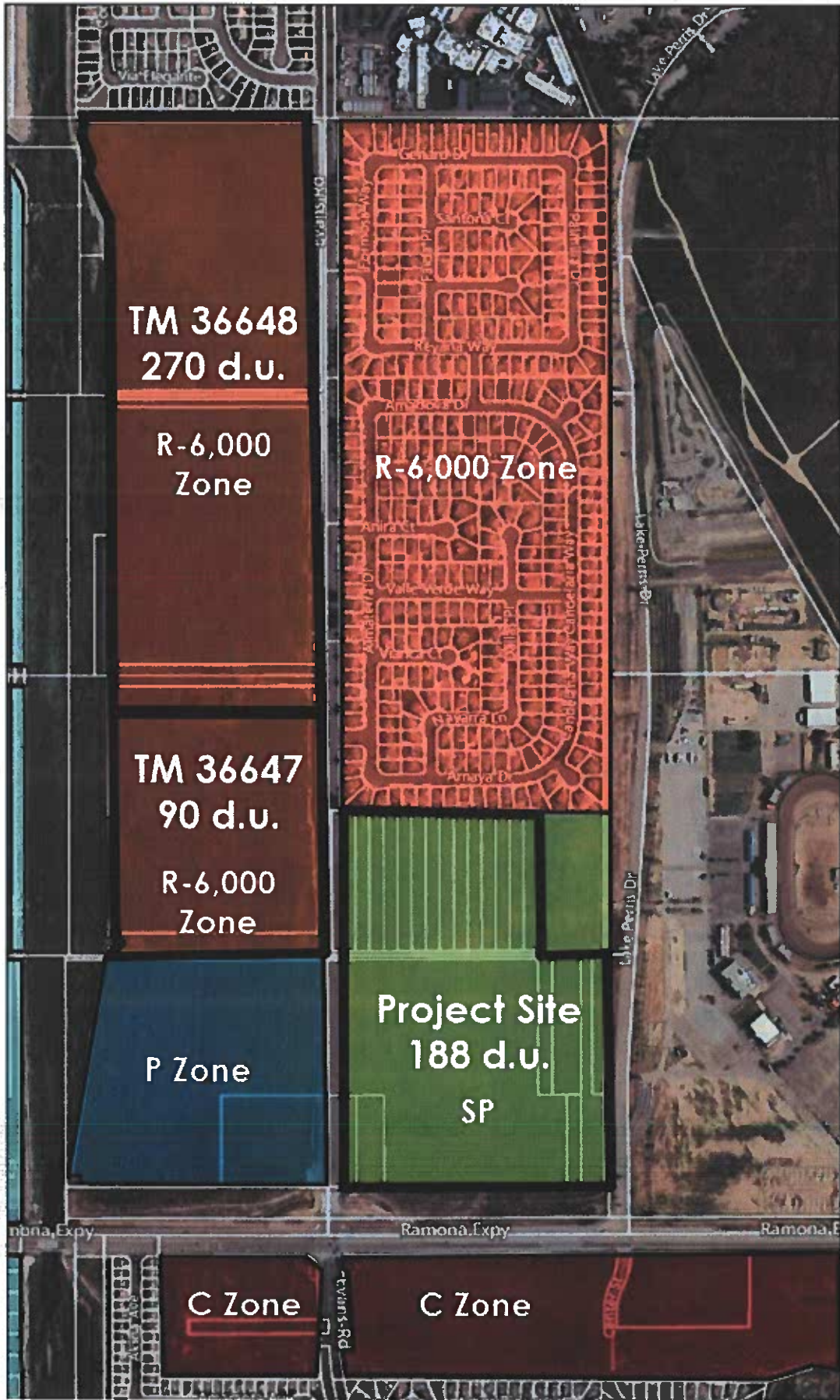
PROPOSED ZONING

- | |
|--|
|  R-6000 |
|--|

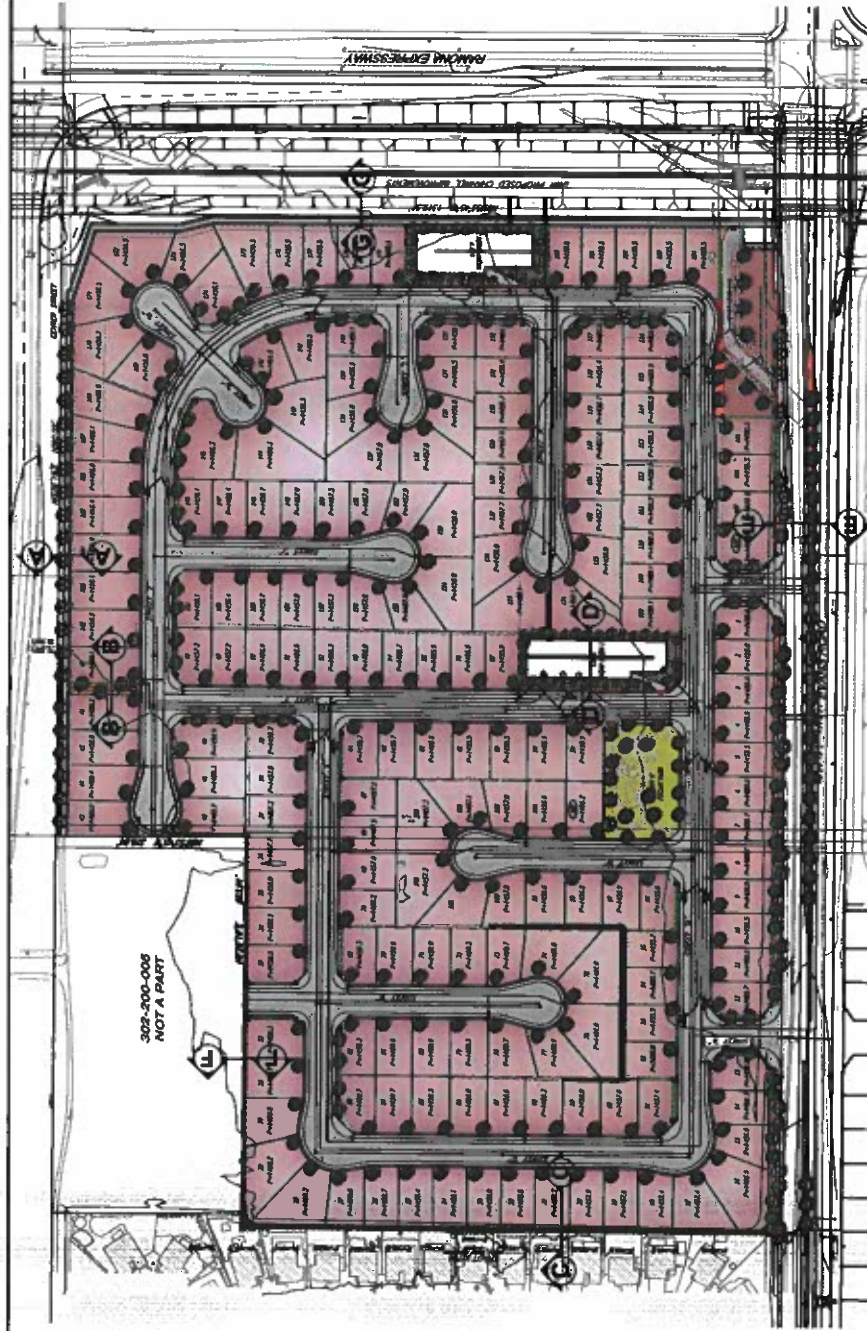
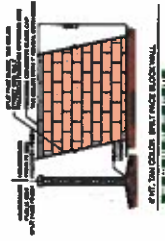
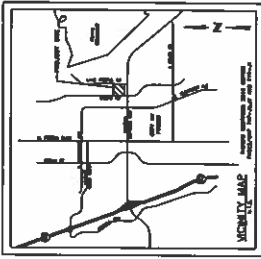
Attachment 6

Vicinity/Aerial Map

VICINITY MAP



Attachment 7
TTM 38071 and TTM38071-1 plans and
conceptual landscape plans



302-900-006
NOT A PART

WATER QUANTITY TABLE PLANT PALLETTE (L&D) INFORMATION
 Water quantity is based on a 2" depth of water and is based on a 2" depth of water. The water quantity is based on a 2" depth of water and is based on a 2" depth of water. The water quantity is based on a 2" depth of water and is based on a 2" depth of water.

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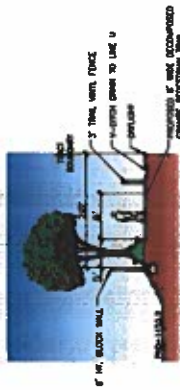
WATER QUANTITY TABLE PLANT PALLETTE (L&D) INFORMATION
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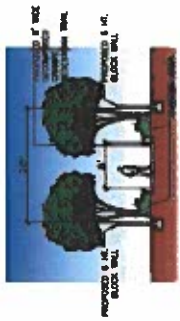
HERMANN DESIGN GROUP
 7740 W. 17th St.
 PALM BEACH, CA 92011
 TEL: (561) 833-9000
 FAX: (561) 777-9132



CONCEPTUAL LANDSCAPE PLANS
TRACT 30871 - PERRIS, CA
 MISSION PACIFIC LAND COMPANY
 4100 NEWPORT PLACE, SUITE 400, NEWPORT BEACH, CA 92660



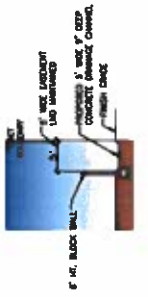
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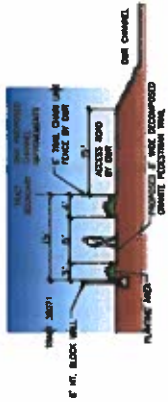
SECTION B-B



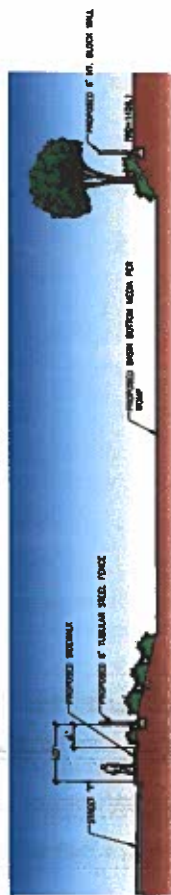
SECTION C-C



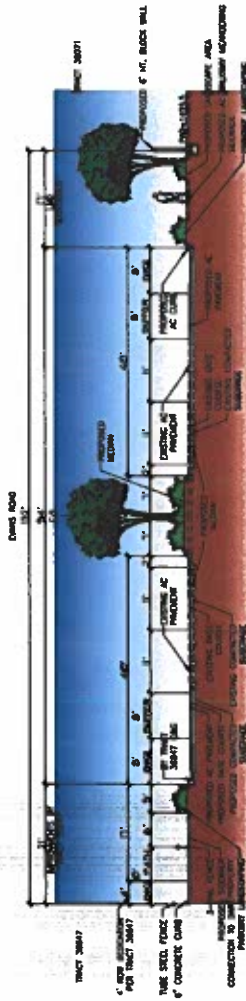
SECTION F-F



SECTION G-G



SECTION D-D

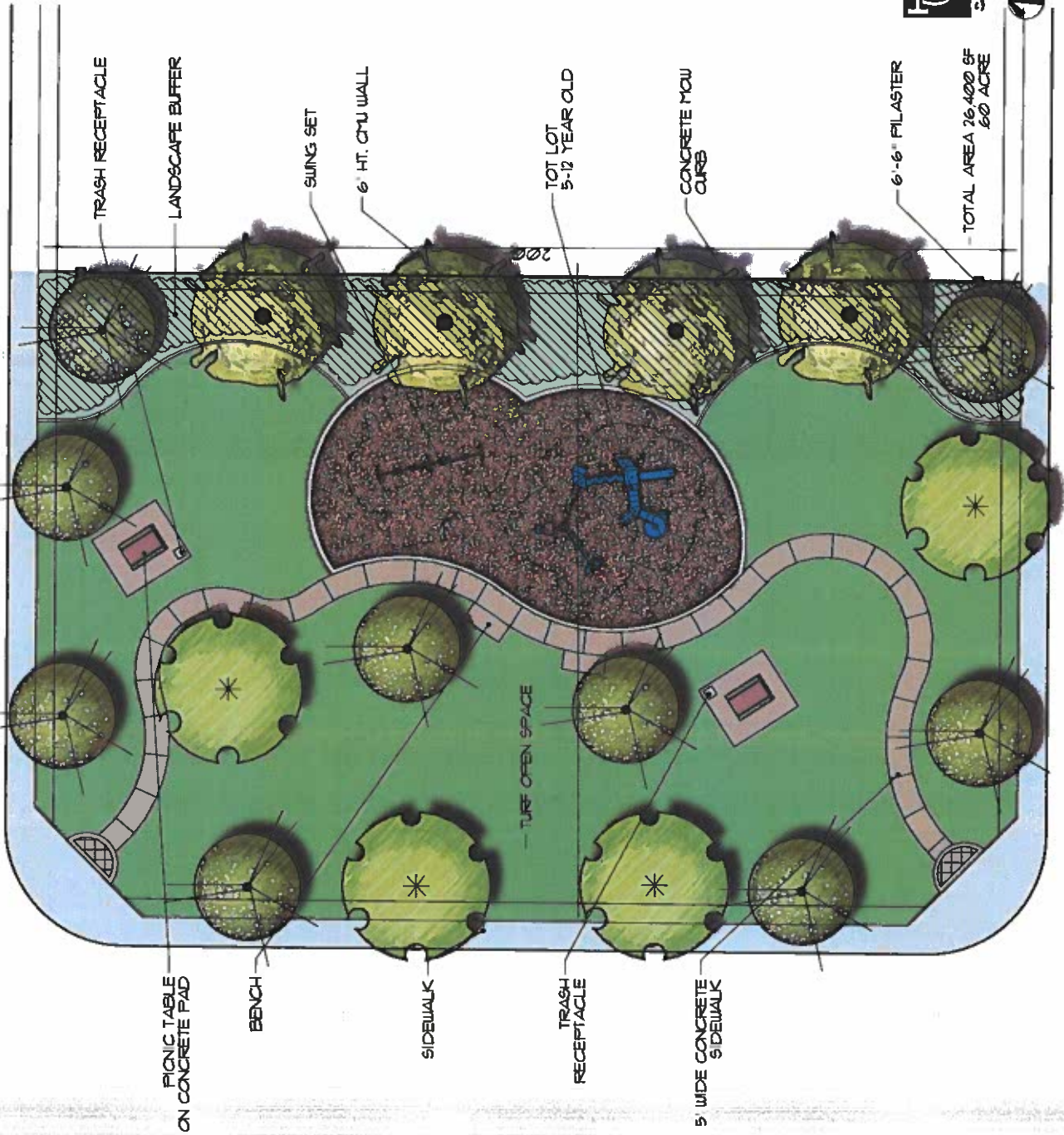


SECTION E-E

CONCEPTUAL LANDSCAPE PLANS
 TRACT 30871 - PERRIS, CA
 MISSION PACIFIC LAND COMPANY
 4100 NEWPORT PLACE, SUITE 480, NEWPORT BEACH, CA 92660

HJG
 HERMANSON DESIGN GROUP
 77490 WILSON RD.
 SUITE 102
 PALM BEACH, CA
 92061
 (714) 835-4000
 FAX (714) 777-9112
 GARY BAJOZ

CONCEPTUAL PARK PLAN



Herrmann Design Group
 7501 WILSON
 PALM DESERT, CA 92111
 TEL: 760.327.4000
 FAX: 760.327.4133

DATE: 4/20/22

SCALE: 1"=10'

**TRACT 38071
 CITY OF PERRIS, CA**

**MISSION
 PACIFIC
 LAND COMPANY**

Attachment 8

Applicant letter stating Reasoning for Approval



April 26, 2022

City Council

City of Perris
Planning Department
101 N. D Street
Perris, CA 92570

Subject: General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-05039, Tentative Tract Map 38071 and 38071-1 (TTM21-05032)

To Whom It May Concern:

Mission Pacific Land Company (applicant) submitted a General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-05039, Tentative Tract Map 38071 and 38071-1 (TTM21-05032) application for the development of 192 single-family homes at the northeast corner of Ramona Expressway and Evans Road. The City of Perris Planning Commission held a hearing on April 6th for the consideration of the proposed project and made a recommendation for denial to the City Council.

The Planning Commission included the following three reasons for recommending the denial of 192 single-family homes:

- Consideration of a mixed-use development
- Consideration for parks
- Acoustical study for noise attenuation from the fairgrounds

Consideration of a mixed- use development

Mission Pacific Investors submitted a Preliminary Review Application on July 28, 2020. The submitted plan for the Preliminary Review Application included eight acres of commercial development and approximately 196 dwelling units. The plan also included the 150' wide Department of Water Resources property located along the entire Ramona Expressway frontage. After receiving comments from City Staff, Mission Pacific Land Company further studied the feasibility of attracting commercial tenants to the site. The feedback received was that commercial retail would not be viable due to the limited visibility and lack of direct access to the site from Ramona Expressway. As a result of these conditions, retail tenants would not be able to pay rents that would make commercial retail development economically viable. During the Planning Commission hearing, the applicant and staff provided further testimony that the site was not well suited for commercial development due to the proposed DWR project.

For mixed-use developments to be successful, they need to be able to attract viable commercial retail tenants. Mixed-Use development is best suited in urban environments that do not have access restrictions from major arterial roadways.

Consideration for Parks

The Planning Commission expressed a desire to have a park within the proposed development due to the lack of parks within the immediate vicinity. Morgan Park is the closest park and is located approximately one mile south of the site. The Tentative Map was routed to the Community Services Department for review. The Community Services Department determined during the entitlement process that development impact fees for park facilities would be paid per dwelling unit in lieu of providing a park onsite.

Mission Pacific Land Company recognizes the Commission's concerns regarding the need for additional park facilities and has since revised the Tentative Tract Map to eliminate four single-family lots and include a pocket park with a tot lot. The park will provide an enhanced amenity to the residents within the community.

Acoustical study for noise attenuation from the Perris Auto Speedway

The Planning Commission expressed a concern regarding potential noise impacts to residents that are nearby the Perris Auto Speedway and requested an additional noise study. An Initial Study was prepared for the project to determine any environmental impacts for the development of the site. A Noise Impact Analysis prepared by Urban Crossroads dated May 12, 2021 was included in the Initial Study to determine the noise exposure and any necessary noise mitigation measures required for the project. The assessment of the Perris Auto Speedway Racetrack and recommended noise abatement measures for the construction of the homes are provided in the Noise Impact Analysis. An additional Noise Memo has been prepared by Urban Crossroads dated April 19, 2022. The memo concludes that potential noise impacts for residential Tract 38071 have been fully evaluated and further analysis is not warranted.

Conclusion

The Zone Change from R-10,000 to R-6,000 increases the allowed residential density for the site and furthers the City's housing goals and policies of the General Plan Land Use Element and 2021-2029 Housing Element. The Planning Commission did not receive any public comments in opposition for the development. Planning Staff made the appropriate findings for approval of the General Plan Amendment, Zone Change and Tentative Tract Map as detailed in the April 6th Staff Report. For the reasons stated above, Mission Pacific Land Company is respectfully requesting for City Council to review and approve the proposed development of 188 single-family homes.

Sincerely,



Jason E. Keller
V.P. Land Development

Cc: John Abel – Stratford Ranch Associates
Kenneth Phung- Director of Development Services
Nathan Perez – City of Perris Planning Department

Attachment 9

Planning Commission staff report submittal dated
April 6, 2022 – due to the

size of the documents, only the staff report is
included as a hard copy. The entire staff report
package is available online at:

<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-301>



CITY OF PERRIS

PLANNING COMMISSION

AGENDA SUBMITTAL

MEETING DATE: April 6, 2022

SUBJECT: **General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-05039, Tentative Tract Map 38071 and 38071-1 (TTM21-05032)** – A proposal to amend the General Plan Land Use and Zoning designation of approximately 48.6 acres located at the northeast corner of Ramona Expressway and Evans Road from Specific Plan and R-10,000 to R-6,000 to facilitate a 192 single-family lot subdivision with six (6) lettered lots. **Applicant:** Jason Keller, Mission Pacific Land Company.

REQUESTED ACTION: **Adopt Resolution No. 22-07** recommending that the City Council **Adopt** the Mitigated Negative Declaration 2370 and **Approve** GPA 21-05040, ZC 21-05039, Tentative Tract Maps 38071, and 38071-1 (TTM21-05032) and based on the findings and subject to the Conditions of Approval.

CONTACT: Kenneth Phung, Director of Development Services

PROJECT DESCRIPTION AND BACKGROUND:

The applicant, Mission Pacific Land Company, is proposing to amend the General Plan Land Use and Zoning designation of approximately 48.6 acres located at the northeast corner of Ramona Expressway and Evans Road from Specific Plan (General Plan designation) and R-10,000 (Zoning designation) to R-6,000 to facilitate a 192 single-family lot subdivision with six (6) lettered lots (A through F). The subdivision has lots ranging from a minimum of 6,000 square feet to 12,779 square feet, with a lot average of 7,056 square feet. The proposed density is 6.2 dwelling units per acre, below the max density of the R-6,000 zone, which allows up to 7 dwelling units per acre. Currently, the site is vacant and accessible through an improved Evans Road and surrounded by existing residential neighborhoods to the north, vacant land to the west, south, and east.

The applicant contemplates subdividing the project site into two phases. Phase 1 (TTM38071-1) consists of 111 single-family lots, and phase 2 (TTM38071) consists of 81 single-family lots. The phases are needed as the Department of Water Resources (DWR) is working on off-site drainage improvements along the southern project boundary to connect to the Perris Valley Storm Drain Channel, which will require a construction staging easement that would preclude the ability to develop the site in one phase. Phase 1 includes the construction of an 87,084 sq. ft. interim basin (Lot "A") surrounded by a temporary split-rail vinyl fence that will drain to the existing DWR

channel to the south. Upon completion of the DWR channel, Phase 2 can proceed, and the interim basin (Lot "A") will be reduced to a 28,148 sq. ft. permanent basin. Also, during Phase 1, all off-site street improvements associated with the Project will be constructed.

The six (6) lettered lots with the development are summarized in the table below:

TENTATIVE TRACT MAP 38071 and 38071-1 (TTM21-05032) SUMMARY				
Lot No.	Area (sq. ft.)	Area (AC)	Land Use	Maintained By
A	28,148	0.65	Drainage/Basin	LMD
B	2,454	0.06	Landscape/Trail access point	LMD
C	6,640	0.15	Landscape/Trail	LMD
D	31,485	0.70	Landscape/Trail	LMD
E	33,107	0.77	Open Space/Landscape	LMD
F	26,119	0.58	Drainage/Basin	LMD

Both lettered lot "A" (28,148 sq. ft.) and lettered lot "F" (26,119 sq. ft.) are bio-retention basins required for water quality management plan (WQMP) purposes. Lot "B" (2,452 sq. ft.) is dedicated as a trail access point with removable bollards to prevent access to motorized vehicles. Per the Active Transportation Plan (ATP), both lettered lot "C" (6,640 sq. ft.) and lettered lot "D" (31,485 sq. ft.) is dedicated for an 8-foot-wide decomposed granite trail and landscaping along the easterly boundary continuing to the southerly boundary of the tract map ultimately connecting to Evans Road. Lots "E" is an enclosed landscaped open space area that is designated for a 35-foot wide EMWD sewer easement and 15-foot-wide maintenance road.

PROJECT ANALYSIS:

Zoning and General Plan Consistency

The proposed Project is located within Planning Area 1 of the City of Perris General Plan (2030) Land Use Element. Planning Area 1 is generally located on the northeastern edge of the City, bounded by the City limits to the north and east, and the Ramona Expressway to the south.

The proposal involves amending the General Plan Land Use and Zoning designation of approximately 48.6 acres located at the northwest of Ramona Expressway and Evans Road from Specific Plan (General Plan designation) and R-10,000 (Zoning designation) to R-6,000 which allows a single-family residential subdivision. As designed and through the application of the conditions of approval, the proposed subdivision, TTM 38071 and TTM38071-1, is compatible with the entitled Stratford Ranch Residential tract to the west (TTMs 36647 and 36648) currently under construction by Pulte Homes and the existing residential development to the north (TTM 32708) in density, zoning, and product type. Therefore, the proposed subdivision is compatible with surrounding land uses and zoning designations. The track map is consistent with Goal I of the City of Perris General Plan (2030) Land Use Element, which states to provide "Quality housing in attractive neighborhoods for households at all income levels and stages of life." The table below summarizes the surrounding General Plan designation, zoning and land uses.

Area Surrounding the Project Site			
	General Plan Designation	Zoning	Land Uses
North:	R-6,000 (Single-Family Residential)	R-6,000 (Single-Family Residential)	Single-Family Neighborhood
South:	May Ranch Specific Plan	Commercial	Vacant
East:	N/A (State of California)	N/A (State of California)	State Fairgrounds
West:	R-6,000 (Single-Family Residential) and P (Public)	R-6,000 (Single-Family Residential) and P (Public)	Vacant

Development Standards

The proposed single-family tract map will adhere to the R-6,000 land use development standards identified below:

Development Standard	R-6,000	Complies?
Minimum Lot Size	6,000 sq. ft.	Yes
Minimum Lot Width	60 feet (65 feet corner lots)	Yes
Minimum Lot Depth	100 feet	Yes
Lot Frontage	60' feet (45' feet cul-de-sac and knuckles)	Yes
Density (dwelling units/Acre)	up to 7 d.u./Acre	Yes (6.1 d.u./Acre)

All the proposed lots exceed the minimum development standards for the R-6,000 zone, as shown in the chart above. Overall, the proposed lot sizes range from 6,000 sq. ft. to 11,870 sq. ft. with an average lot size of 7,067 sq. ft. The developer is also required to submit an ADPR (Administrative Development Plan Review) for review and approval of architecture, plotting, conceptual landscaping, and fencing before the start of construction. The ADPR application ensures that a variety of architecture and floor plans are provided. Overall, the application will ensure that all development complies with the R-6,000 zoning standards for setbacks and lot coverage.

ONSITE CIRCULATION

The Project will provide two (2) access points along Evans Road. The northern point of access (Street "A") is proposed to be signalized and aligned with the access point of TTM 36647. Also, the southerly point of access (Street "B") is required to be right-in and right-out only. The two points of access would connect to a series of cul-de-sacs and through streets, creating a looped circulation system that offers a private setting for future residents while providing safe and efficient access to public trails, sidewalks, and roadways. All internal streets are designated as "local streets," which would require a 60-foot right-of-way (30 feet from the centerline) and provide full-width street improvements in accordance with City of Perris standards. The

subdivision proposes two (2) points of access to the NAP (Not A Part) parcel (APN: 302-200-005) to include an interim barrier which consists of a curb, gutter, bollards, and a temporary six (6) foot block wall to prevent vehicles from driving from the Perris Fairgrounds through the future residential neighborhood. If development occurs in the NAP, the temporary block wall will be removed, and future street improvements will continue to the NAP parcel.

WALLS, FENCING, ENTRY MONUMENTS

The project perimeter walls along Evans Road, Lake Perris Drive, and along the southerly property lines shall consist of a 6' high decorative split-face block wall with pilaster columns every 60 feet. The two (2) main entryways (Street "A" and "B") along Evans Road are conditioned to provide entry monumentation to identify the tract. All reverse frontage lots and corner lots with a side street shall include a 6-foot-high split face block wall with pilasters throughout the tract's interior.

Also, a six-foot-high, UV protected vinyl fence is required on the side and rear property lines interior to the Project (not visible from the public right-of-way), and all enclosed detention basins or storm drain facilities must-have decorative wrought iron fencing with decorative pilasters every 60' feet or perimeter wall corner, or lot line corner. If the detention basin abuts a residential property, a six-foot decorative block wall is required.

MARB AIRPORT LANDUSE CONSISTENCY

The proposed Project is located within the March Air Reserve Base/Inland Port Airport Influence Area (March AIA) Zone D (Flight Corridor Buffer) and Zone E (other Airport Environs). Zone D and Zone E have no residential development restrictions subject to a deed notice and disclosure of an avigation easement and notice of "airport in the vicinity" to future property owners.

California Public Utilities Code (CPUC Section 21676) requires that all jurisdictions (County or City) refer all General Plan Amendments, Specific Plan Amendments, Zoning Ordinance, and adoption of building regulations within an Airport Land Use Compatibility Plan (ALUCP) for ALUC review. Additionally, Section 21676.5 of the California Public Utility Code (CPUC) allows the ALUC to review all projects within the Airport Influence Area (AIA) when the local jurisdiction's General Plan is not consistent with the applicable ALUCP. Because the proposed Project involves a General Plan Amendment, it was required to be considered by ALUC to determine its consistency with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP).

On August 12, 2021, the Riverside County Airport Land Use Commission (ALUC) considered and determined that the Project is " Consistent" with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP).

PUBLIC/AGENCY COMMENTS

A public notice was sent to property owners within 300-feet of the project site and agencies. As of the writing of this report, no comments have been received by staff.

ENVIRONMENTAL DETERMINATION

An Initial Study was prepared for the Project by the City's guidelines implementing the California Environmental Quality Act. This Initial Study was undertaken for the purpose of deciding whether the Project may have a significant effect on the environment. Based on the Initial Study, staff has concluded that all potentially significant impacts on the environment can be reduced to a less than significant level through mitigation measures, the design of the development, the zoning code, and standard requirements of the City; therefore, a Mitigated Negative Declaration (2370) has been prepared.

In accordance with the California Environmental Quality Act (CEQA), a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration was filed for a thirty (30) day review. The public review period commenced on January 12, 2022, and ended on February 11, 2022. As of writing this report, no comment letters were received from any adjacent property owner or state agencies.

RECOMMENDATION

ADOPT Resolution No. 22-07 recommending that the City Council **Adopt** the Mitigated Negative Declaration 2370 and **Approve** General Plan Amendment (GPA) 21-05040, Zone Change (ZC) 21-05039, Tentative Tract Maps 38071 and 38071-1 (TTM21-05032) and based on the findings and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item, cost of construction, and payment of impact fees are covered by the applicant.

Prepared by: Nathan Perez, Senior Planner
REVIEWED BY: Kenneth Phung, Director of Development Services

Attachments: Exhibit A. PC Resolution 22-07 including Conditions of Approval (Planning, Engineering, Public Works, Building, Fire and Community Services)
Exhibit B. General Plan Amendment Exhibit
Exhibit C. Zone Change Exhibit
Exhibit D. Aerial View
Exhibit E. TTM 38071 and TTM38071-1 plans and conceptual landscape plans
Exhibit F. MND Initial Study and MND RP (see link below)

MND/Initial Study 2370 – Due to the size of the document file, the documents are on file with the Planning Division and available online at:
<https://www.cityofnewport.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-301>

Consent:
Public Hearing: April 6, 2022
Workshop:
Presentation:

Attachment 10

MND/Initial Study 2370 – Due to the size of the document file, the documents are on file with the Planning Division and available online at:

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